

WELCOME HOME

Lance Corporal Samuel Lillie

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and Welcome Home **Lance Corporal Samuel Lillie** from his deployment in Afghanistan. A Welcome Home celebration is being held by family and friends at 804 Spain Court, Williamstown, New Jersey on Saturday, December 15, 2012; and

WHEREAS, **Samuel Lillie** is a 2011 graduate of Washington Township High School. **Samuel** enlisted in the United States Marine Corp in August of 2011. He attended boot camp at Parris Island, South Carolina. **Lance Corporal Lillie's** MOS is 0311, Infantry. He is assigned to Charlie Company, 1st Battalion, 1st Marine Division at Camp Pendleton, California; and

WHEREAS, while deployed in Afghanistan **Lance Corporal Lillie** was made Assistant Platoon Leader due to his skills in I.E.D. detection, ability to lead and foster troop morale. Having served with honor and distinction, **Lance Corporal Lillie's** awards include the **National Defense Medal**, the **Afghanistan Campaign Medal**, and the **Global War on Terrorism Medal**; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Lance Corporal Lillie** 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 Lance Corporal Samuel Lillie 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 15th day of December, 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

KAT

**RESOLUTION AUTHORIZING 2012 BUDGET TRANSFERS
WITHIN THE COUNTY OF GLOUCESTER**

WHEREAS, the Treasurer of the County of Gloucester has recommended that there be 2012 Budget Transfers; and

WHEREAS, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2012 Budget is hereby authorized:

TRANSFER FROM

Human Resources – OE	12,000
Medical Examiner – OE	10,000
Natural Gas – OE	167,000
Extension Services – S&W	32,000
Sheriff – S&W	90,000
Purchasing – S&W	20,000
Highway – S&W	10,000
Freeholder – S&W	16,500
Health – S&W	60,000
Economic Development – S&W	1,000
County Clerk – S&W	40,000
Board of Taxation – S&W	35,000
Surrogate	12,000
Salary & Wage Adjustment-S&W	<u>440,000</u>
	945,500

TRANSFER TO

Animal Shelter– S&W	7,000
Buildings & Grounds – S&W	112,000
Human Resources – S&W	12,000
Medical Examiner – S&W	15,000
Consumer Protection – S&W	12,000
Parks & Recreation – S&W	55,000
Engineering – S&W	10,000
Fleet Management – S&W	10,000
Emergency Response – S&W	600,000
Administrator – S&W	2,500
Clerk of the Board – S&W	2,000
Legal – S&W	40,000
Adjuster – S&W	2,500
Veterans Affairs – S&W	4,500
Human Services – S&W	60,000
Treasurer – S&W	<u>1,000</u>
	945,500

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

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RESOLUTION ACKNOWLEDGING SETTLEMENT OF THE UNDER INSURED MOTORIST CLAIM IN THE MATTER OF EDWARD REIGER V. TRAVELERS

WHEREAS, the Petitioner, Edward Reiger filed a claim against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

WHEREAS, the parties through Legal Counsel previously reached a resolution of the matter; and

WHEREAS, Edward Reiger also asserted a claim based on the fact that the driver of the vehicle that struck him had inadequate insurance; and

WHEREAS, the County had under insured motorist coverage through Travelers Insurance for such events; and

WHEREAS, the County's insuring agreement with Travelers Insurance sets forth that Travelers "*will have the right to settle any claim within any applicable deductible; or, the available limits of coverage*"; and

WHEREAS, Travelers Insurance has exercised its right under the contract of insurance to settle this matter; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it hereby acknowledges that Edward Reiger's claim for underinsured motorist benefits has been resolved by Travelers Insurance who has exercised their contractual right, and that the amount of \$50,000.00 must be paid by the County as the County's deductible amount.

BE IT FURTHER RESOLVED that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth hereinabove.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 26, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

AB

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT WITH
THE GLOUCESTER COUNTY UTILITIES AUTHORITY
FOR THE PROVISION OF VARIOUS SERVICES**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester and the various Gloucester County Authorities recognize the essential benefit of sharing services among County entities and sharing services presents an opportunity to increase efficiencies and reduce costs and Gloucester County has personnel with expertise that could be effectively shared with other County entities; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S. 40A:65-1 et seq., specifically authorizes Gloucester County and the County authorities to enter into shared services agreements with other County entities; and

WHEREAS, Gloucester County and the Gloucester County Utilities Authority (hereinafter "the Authority"), wish to enter into such a shared services agreement pursuant to which various departments will provide various levels of services for a maximum annual agreement amount not to exceed \$100,000.00.

WHEREAS, the Authority and the County have previously entered into a shared services agreement. The parties now wish to agree that both the Authority and the County will provide services on a more extensive basis to each other and this Agreement shall supersede all prior agreements entered into between the parties.

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 enter into a Shared Services Agreement with the Gloucester County Utilities Authority pursuant to which various County departments will provide various levels of services for a maximum annual agreement amount of \$100,000.00; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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SHARED SERVICES AGREEMENT

By and between

THE GLOUCESTER COUNTY UTILITIES AUTHORITY

AND

THE COUNTY OF GLOUCESTER, NEW JERSEY

FOR

THE PROVISION OF VARIOUS SERVICES

Dated: _____, 20____

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (“Agreement”), dated this _____ day of _____, 20____, by and between the GLOUCESTER COUNTY UTILITIES AUTHORITY (“Authority”) and the COUNTY OF GLOUCESTER (“County”):

RECITALS

1. The Authority is a corporation formed pursuant to the laws of the State of New Jersey with offices at 2 Paradise Road, West Deptford, New Jersey;

2. The County is a body politic and corporate of the State of New Jersey with main offices in Woodbury, NJ 08096.

3. Both the Authority and the County each have various employees who perform services that could from time to time be needed by and beneficial to either the Authority and/or the County. These services may include but not be limited to buildings and grounds employees, wage and hour employees, sheriff employees, maintenance employees, clerical employees and the like.

4. Both the Authority and the County have a need from time to time for such services and each desires to utilize the services of each other to provide such services as needed and as will generally advance their respective purposes.

5. It is the intention of the parties to enter into an agreement pursuant to which the Authority and the County will provide services requested to each other as needed.

6. N.J.S.A. 40A:65-1, *et seq.* specifically authorizes local governmental units to enter into shared services agreements.

7. The Authority and the County have previously entered into a shared services agreement. The parties now wish to agree that both the Authority and the County will provide services on a more extensive basis to each other and have this Agreement supersede all prior agreements entered into between the parties.

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

AGREEMENT

A. DESCRIPTION OF SERVICES.

The Authority and the County through its various departments and employees provide a wide range of services needed for the efficient operation of a governmental entity including but not limited to Office of the Sheriff, general clerical staff, maintenance, etc.), which each will from time to time be in need of such services in connection with its operation;

B. PARTIES' RESPONSIBILITIES.

1. Both the Authority and the County with its various employees and departments shall provide services as described in this Agreement.
2. The Authority and the County will together work to identify those areas where such services will be appropriate.
3. When providing services to each other, employees of the Authority shall remain employees of the Authority and employees of the County shall remain employees of the County.

C. COST OF SERVICES.

The Authority and the County will pay to each other an amount equal to the wages and fringe costs payable by each to its various employees providing the services for the time devoted by the employee to the provision of the services. The Authority and the County will provide periodic invoices to each other describing the amount due for the provision of the services. Each entity will promptly place the invoice in line for payment. The parties anticipate that the annual cost of the services will not exceed \$100,000 per year.

D. DURATION OF AGREEMENT.

This Agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of ten (10) years.

E. TERMINATION.

This Agreement may be terminated upon ninety (90) days written notice to the other party or parties, as appropriate, as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party.
2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate.
3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, or to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by either the Authority or the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither the Authority nor the County intend by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the Authority or the County pursuant to this Agreement.

G. IDEMNIFICATION.

While performing the respective services as intended under this Agreement, the Authority and County shall indemnify and hold each other harmless against any claim, loss,

liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by either party in the performance of said services. The parties agree that they shall provide each party's authorized representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

H. COMPLIANCE WITH LAWS AND REGULATIONS.

The Authority and County agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

I. INSURANCE.

At all times during the term of this Shared Services Agreement, all parties shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement. Each party shall simultaneous to the execution of this Agreement, deliver certifications of said insurance to each other, naming each as an additional insured.

J. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by any party and thereafter such breach shall be waived by the other party, as appropriate, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

K. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Authority or the County, in his or her individual

capacity, and neither the officers, agents or employees of the Authority or the County, nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

L. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Authority and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the services or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings of this Agreement are included for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.

9. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

M. EFFECTIVE DATE.

This Agreement shall be effective as of this _____ day of _____, 20____, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

**GLOUCESTER COUNTY UTILITIES
AUTHORITY**

WALTER BERGLUND, SECRETARY

HOWARD W. BRUNER, Chairman

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

AK

RESOLUTION SUPPORTING SUSTAINABLE STATE FUNDING FOR PRESERVATION AND STEWARDSHIP OF OPEN SPACE, PARKS, FARMLAND AND HISTORIC SITES IN NEW JERSEY

WHEREAS, New Jersey has a long and successful history of preserving open space, parks, farmland, and historic sites; and

WHEREAS, the Green Acres Program has helped to preserve over 650,000 acres of land and supported more than 1,100 park development projects over the past 50 years; the State Agricultural Development Committee has preserved 200,000 acres of farmland over the past 30 years; and the Historic Trust has preserved 477 historic sites over the past 45 years; and

WHEREAS, all remaining funds for these programs under the Green Acres, Water Supply and Floodplain Protection, Farmland and Historic Preservation Bond Act of 2009 will be fully allocated by the end of 2012; and

WHEREAS, Gloucester County has been a direct beneficiary of, and partner to, these critical state preservation programs; and

WHEREAS, substantial unmet needs remain for additional land and water protection, park development, and farmland and historic preservation, for the health and welfare of our communities and residents; and

WHEREAS, it is imperative that a long-term, dedicated source of funding be established in order to:

- sustain open space, farmland, and historic preservation programs beyond the 2009 Bond Act
- improve and ensure proper stewardship of parks, preserved lands, and historic sites
- provide equitable access to quality parks and recreation in urban, suburban, and rural areas
- match and leverage county, local, and private funds for these purposes
- protect drinking water supplies, water quality, and alleviate costly flood damages
- preserve fish and wildlife habitat and provide public access for hunting and fishing
- revitalize cities and towns
- protect our quality of life and economic prosperity.

NOW, THEREFORE, BE IT RESOLVED on this 26th day of December, 2012, by the Board of Chosen Freeholders of Gloucester County, State of New Jersey, that:

1. Gloucester County supports establishment of a long-term, dedicated source of state funding for these purposes.
2. A certified copy of this resolution be served upon Governor Chris Christie, Senator Stephen M. Sweeney, Senator Fred Madden, and Senator Donald Norcross, Assemblyman John J. Burzichelli, Assemblywoman Celeste Riley, Assemblyman Paul D. Moriarty, Assemblywoman Gabriela M. Mosquera, Assemblyman Angel Fuentes and Assemblyman Gilbert L. Wilson, NJ Keep It Green, and the New Jersey State League of Municipalities.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A5

RESOLUTION APPOINTING A NEW JERSEY COUNTY EXCESS JOINT INSURANCE FUND COMMISSIONER AND ALTERNATE NEW JERSEY COUNTY EXCESS JOINT INSURANCE FUND COMMISSIONER

WHEREAS, the County of Gloucester is a member of the Joint Insurance Fund (the "NJCEIF") along with the County of Camden; and

WHEREAS, the County determined that it was in the best interest of the County to join with other counties to create the JIF for the purpose of securing certain insurance coverages; and

WHEREAS, the County has been advised by its insurance consultant that the NJCEIF was approved to become operational by the New Jersey Department of Banking and Insurance and the Department of Community Affairs; and

WHEREAS, the statutes and regulations governing the creation and operation of the NJCEIF contain restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a fund; and

WHEREAS, pursuant to N.J.S.A. 40A:10-37 the County, upon the establishment of the NJCEIF, is obligated to appoint a NJCEIF Commissioner and may appoint an alternate NJCEIF Commissioner.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Gloucester County Deputy Administrator Gerald White is hereby appointed as the Gloucester County Commissioner to the New Jersey Counties Excess Joint Insurance Fund to serve at the pleasure of the Gloucester County Board of Chosen Freeholders; and

BE IT FURTHER RESOLVED that County Counsel Matthew P. Lyons is hereby appointed as the Alternate Gloucester County Commissioner to the New Jersey Counties Excess Joint Insurance Fund to serve at the pleasure of the Gloucester County Board of Chosen Freeholders.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Gerald A. White

Education

Rutgers University
B.A., Political Science, 1978

University of Pennsylvania
Masters of Government Administration, 1993

Work Experience

April 2007—Present
County of Gloucester, Woodbury, New Jersey
Deputy County Administrator

March 1985—April 2007
West Deptford Township, West Deptford, New Jersey
Municipal Administrator

January 1983—March 1985
County of Gloucester, Woodbury, New Jersey
Director of Personnel

June 1981—January 1983
New Jersey Democratic State Committee, Trenton, New Jersey
Executive Director

January 1980—May 1981
US Representative James J. Florio
Congressional Staff

MATTHEW P. LYONS

Employment:

December, 2010 to Present

County Counsel, County of Gloucester, New Jersey

Preparation of resolutions and contracts for adoption or award by the Board of Chosen Freeholders. Management of all claims against the County for damages including coordination between defense counsel and the Board of Chosen Freeholders

January, 2007 to December, 2010

Assistant County Counsel, County of Gloucester, New Jersey

Preparation of resolutions and contracts for adoption or award by the Board of Chosen Freeholders. Management of all claims against the County for damages including coordination between defense counsel and the Board of Chosen Freeholders

November 2003 to December, 2006
Associate

Spear, Wilderman, Borish, Endy, Spear & Runckel, P.C.
1040 North Kings Highway, Suite 202, Cherry Hill, NJ 08034

Representation of labor unions in various matters including employment issues, civil, criminal, municipal court, juvenile delinquency, custody and support, domestic violence and residential real estate.

2001 through 2003
Owner

Law Office of Matthew P. Lyons
960 Route 168, Turnersville, NJ 08012

General practice including workmen's compensation, residential real estate, municipal court, matrimonial and land use.

1998 through 2001
Associate

Lally, Holtzman, Gilligan and Quasi

Civil defense litigation from discovery to trial including general liability, automobile negligence and products liability

1996 through 1998
Owner

Marquess and Morrison
960 Route 168, Turnersville, NJ 08012

Civil defense litigation from discovery to trial including automobile negligence and workmen's compensation matters.

1993 through 1996
Associate

Montano, Summers, Mullen, Manuel, Owens & Gregorio
Route 70, Cherry Hill, NJ 08034

Responsible for litigation files in construction, product liability, premises liability, Dram Shop and automobile negligence cases. Written discovery, depositions, arbitration hearings and jury trials.

Education

1993
Juris Doctorate

Villanova University School of Law, Villanova, Pennsylvania

1988
*Bachelor of Science in
Business Administration*

Villanova University, Villanova, Pennsylvania

Member of Pennsylvania and New Jersey Bars since 1993

References

Alfred Quasti, Vincent Morrison, Craig Summers and Warren Borish

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RESOLUTION APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE GLOUCESTER COUNTY INSURANCE COMMISSION (GCIC)

WHEREAS, the Gloucester County Insurance Commission (hereinafter "GCIC") is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et seq; and

WHEREAS, the GCIC has previously adopted Rules and Regulations per resolution March 10, 2010; and

WHEREAS, the County is a participating member of the GCIC; and

WHEREAS, in accordance with said Rules and Regulations the GCIC has requested participating members designate a representative and alternate representative for attendance and participation in the GCIC meetings and other activities deemed necessary from time to time.

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

The following persons are designated as representative and alternate to the GCIC for the 2013 Fund Year:

1. Anthony Fiola (representative)
2. George Hayes (alternate)

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 26, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

GEORGE E. HAYES

EDUCATION

- 2008-2011 **Rutgers University** New Brunswick, NJ
- Completion of several Financial Management courses with the Center for Government Services while working towards achieving a Certified Municipal Finance Officer certificate
- 2000-2003 **Rowan University** Glassboro, NJ
- Masters degree in Business Administration (MBA)
 - College of Business accredited by AACSB International
- 1994-1998 **Saint Joseph's University** Philadelphia, PA
- Bachelor of Science degree in Accounting
 - College of Business and Department of Accounting accredited by AACSB International

WORK EXPERIENCE

- November 2003 – Present **The County of Gloucester** Woodbury, NJ
- Accountant*
- Perform various fiscal functions for the Treasurer's Office. Responsibilities include:
- Reviewing budget requests and providing budget recommendations for a multitude of County departments
 - Preparation of schedules for the Annual Financial Statements and the Annual Audit
 - Fiscal supervision of various Accountants, Accounting Assistants, and clerical employees throughout the County
 - Consulting with various County department heads regarding budgetary matters
 - Performing journal entries and budget transfers to maintain the County financial records system
 - Monitoring department payroll, operating, and capital spending to ensure accuracy
 - Monitoring various County revenue accounts to ensure a maximization of revenue intake
 - Review and analysis of grant applications, grant expenditures, and grant revenues
 - Consulting and negotiating with outside entities regarding various County fiscal matters
 - Assisting outside CPA firms during their audit engagements
- June 1998–November 2003 **PFPC Inc.** Wilmington, DE
- Senior Investment Accountant*
- Performed various accounting functions. Responsibilities included:
- Working with complex domestic and international mutual funds; including bond, equity, and money market
 - Preparing of daily cash position and regulatory information while reconciling cash and receivables
 - Developing of monthly financial statements for client funds while serving as the focal point for client requests
 - Assisting outside CPA firms during their audit engagements
 - Communicating and resolving problem issues among accounting, custody, and transfer agent areas
 - Assisting in the training of new accountants in all aspects of the mutual fund system

COMPUTER SKILLS

- Proficient in Microsoft Office programs including Word, Excel, Access, and Power Point
- Skilled in the use of Microsoft Outlook, Internet Explorer, and Adobe

ANTHONY J. FIOLA, ESQ.**PROFESSIONAL EDUCATION:**

May, 1986: J.D., Delaware Law School of Widener University
 Member - Moot Court Honor Society
 Participant - DiBona Moot Court Competition

PROFESSIONAL ADMISSIONS:

December, 1986: Practice of law in the State and Federal Courts in New Jersey and Pennsylvania
 July, 2004: Practice of law in the United States Circuit Court of Appeals, Third Circuit

PROFESSIONAL EXPERIENCE:

2007-Present Assistant County Counsel, Gloucester County, New Jersey
 1999-2006 Sole Practitioner - offices at 507 N. Main St, Glassboro, New Jersey
 2005-2006 Public Defender – Mantua Township Municipal Court
 2000-2006 Solicitor - Gloucester County Improvement Authority
 1998-1999 Solicitor - Gloucester County Workforce Investment Board
 1997-1998 Partner - Zerella & Fiola, 411 N. Main Street, Glassboro, New Jersey
 1994-1997 Solicitor - Glassboro, New Jersey, Board of Health
 1992-1997 Municipal Prosecutor (conflict cases) - Atlantic City, New Jersey, Municipal Court (for firm of Kavesh, Pancari, Tedesco & Pancari)
 1990-1997 Solicitor - Buena Borough, New Jersey, Zoning Board of Adjustment (for firm of Kavesh, Pancari, Tedesco & Pancari)
 1990-1997 Solicitor - Glassboro, New Jersey, Zoning Board of Adjustment
 1986-1997 Associate - Kavesh, Pancari, Tedesco & Pancari, 727 Landis Avenue, Vineland, New Jersey
 1984-1986 Law Clerk - Pancari, Zerella, Tedesco & Pancari, Vineland, New Jersey.

AREAS OF LEGAL PRACTICE:

Presently: all areas of law affecting representation of government entities.

During Previous Private Practice: employment law, general litigation, property and land use law, insurance law, Municipal Court practice, contracts.

MEDIATION TRAINING:

1999 Institute for Dispute Resolution of New Jersey, Montclair, New Jersey

1999 Approved as Civil Mediator by New Jersey Administrative Office of the Courts

MEDIATION EXPERIENCE:

1999-2006 Mediator for civil cases under the New Jersey Superior Court Complementary Dispute Resolution Program

GOVERNMENT EXPERIENCE:

2004-Present Council President, Borough of Glassboro, New Jersey

1998-Present Councilman, Borough of Glassboro, New Jersey

2004-2006 Member – Gloucester County Planning Board

GLASSBORO, NEW JERSEY COUNCIL COMMITTEES:

2001-Present Chairman - Finance Committee
Member - Public Safety Committee

1998-Present Member - Public Property and Ordinance Committee

1998-2000 Chairman - Water and Sewer Committee
Member - Highway Committee

B1

RESOLUTION AUTHORIZING THE EXCHANGE OF THE PARCEL OF REAL PROPERTY CURRENTLY OWNED BY THE COUNTY NO LONGER NEEDED FOR ANY PUBLIC PURPOSE, DESIGNATED AND KNOWN AS BLOCK 152, LOT 12, TOWNSHIP OF MANTUA, FOR AND IN CONSIDERATION OF THE RELINQUISHMENT BY BARNSBORO INN, LLC OF ANY AND ALL RIGHT, TITLE AND INTEREST IN AND TO VEHICULAR ACCESS TO AND FROM COUNTY ROUTE 553A (MAIN STREET) FOR ITS PROPERTY DESIGNATED AND KNOWN AS BLOCK 152, LOT 11, TOWNSHIP OF MANTUA

WHEREAS, the County of Gloucester (hereinafter the "County") is authorized to exchange any lands, or rights and interests therein, owned by it for other lands, or rights or interests therein, desired for public use under and pursuant to the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-16 thereof; and

WHEREAS, the County is the owner of a certain parcel of real property located within the Township of Mantua (hereinafter the "Township") known as Block 152, Lot 12 (hereinafter the "Property"); and

WHEREAS, the Property is located on County Route 553A, which is also known as Main Street (hereinafter referred to as "Main Street"); and

WHEREAS, the Property has legal access to and from Main Street; and

WHEREAS, the County recently completed a road improvement project in the Township, which said project entailed the reconstruction of what is known as the "Barnsboro Intersection", which is the intersection of Main Street, Center Street/Breakneck Road (County Route 603), and Richwood Road (County Route 609) (hereinafter referred to as the "Project"); and

WHEREAS, the Project is known by the County as Engineering No. 05-01SA; and

WHEREAS, Barnsboro Inn, LLC (hereinafter "Barnsboro") maintains at the Barnsboro Intersection a restaurant business known as the "Barnsboro Inn" on the property its owns, which is known as Block 152, Lot 11 (hereinafter the "Barnsboro Property"); and

WHEREAS, Barnsboro maintained, and enjoyed vehicular access for its Barnsboro Inn restaurant business on the Barnsboro Property, via a driveway, to and from Main Street (hereinafter the "Main Street Driveway"); and

WHEREAS, Barnsboro had no other vehicular access point to its Barnsboro Inn restaurant business on the Barnsboro Property, other than via the Main Street Driveway; and

WHEREAS, it was necessary for the County to close off any and all vehicular access that Barnsboro enjoyed to and from Main Street, via the Main Street Driveway, as part of its construction of the Project, so that Barnsboro Inn lost access to Main Street, and thereby its Barnsboro Inn restaurant business, via the Main Street Driveway, as a result of the County's construction of the Project; and

WHEREAS, the County was legally required to provide and make available then to Barnsboro, reasonable access to its Barnsboro Inn restaurant business on the Barnsboro Property, in light of the County closing off Barnsboro's only means of vehicular access to its said restaurant business by and through its closure of the Main Street Driveway as part of the construction of the Project; and

WHEREAS, the County was required then to provide to and for Barnsboro an alternate means of vehicular access for its Barnsboro Inn restaurant business either at another location along Main Street, or otherwise, as Barnsboro had a property right and interest in and to its access to Main Street via the Main Street Driveway; and

WHEREAS, the County is and was required to compensate Barnsboro for the loss of its Main Street Driveway, by and through the County's closure of same, by making provision for another vehicular access location for Barnsboro to and from its Barnsboro Inn restaurant business on the Barnsboro Property; and

WHEREAS, the County previously proposed to Barnsboro, as alternate temporary access to and from Main Street for its Barnsboro Inn restaurant business, the use of a driveway on and across the Property, which said property was previously acquired by the County for the Project; and

WHEREAS, the Property is contiguous with the Barnsboro Property along Main Street; and

WHEREAS, the County Freeholder Board adopted a Resolution on July 6, 2011 authorizing the County to enter into a temporary access agreement with Barnsboro, which allowed Barnsboro access over and through a driveway on the Property, which ensured that Barnsboro maintained access to and from Main Street for its Barnsboro Inn restaurant business (hereinafter the "Temporary Access Agreement"); and

WHEREAS, the only improvements currently located on the Property are a thirty five (35) foot to fifty (50) foot wide paved asphalt driveway, and a fifty (50) foot wide concrete driveway apron, which said improvements are currently being used by Barnsboro as its access to and from its Barnsboro Inn restaurant business to and from Main Street under the Temporary Access Agreement; and

WHEREAS, now that the Project has been completed by the County, the County no longer requires the Property for any public purpose or use; and

WHEREAS, the County has proposed to Barnsboro to transfer its right, title and interest in and to the Property to Barnsboro in its current "as is" condition for Barnsboro to utilize as its permanent point of vehicular access for it's the Barnsboro Property, and the Barnsboro Inn restaurant business thereon, to and from Main Street; and

WHEREAS, the County would receive from Barnsboro in exchange for transferring its right, title and interest in and to the Property, the relinquishment in perpetuity by Barnsboro of any and all of its right, title and interest in and to the Main Street Driveway, including, but not limited to, any and all rights to vehicle access, and any all improvements, so that Barnsboro would no longer enjoy any vehicular access for the Barnsboro Property to and from Main Street; and

WHEREAS, the County and Barnsboro desire to cooperate with each other to facilitate the exchange by the County of any and all right, title and interest in and to the Property for and in consideration of Barnsboro's permanent relinquishment of any right, title and interest in and to vehicular access for its Barnsboro Inn restaurant business to and from Main Street at any point along the Barnsboro Property; and

WHEREAS, the County acquired the Property in 2010 for the total sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); and

WHEREAS, the County has received an appraisal from E & A Associates, LLC estimating that the cost to Barnsboro to close the Main Street driveway, and to relocate same in order to gain a new access point for its Barnsboro Inn restaurant business would be approximately Seventeen Thousand Dollars and Zero Cents (\$17,000.00); and

WHEREAS, it is in the best interest of the County to proceed with the exchange of the Property for Barnsboro's agreement to relinquish in perpetuity its right, title and interest in and to any vehicular access to and from Main Street for the Barnsboro Property, where its Barnsboro Inn restaurant business is located, under and pursuant to N.J.S.A. 40A:12-16 of the Local Lands and Building Law.

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

1. The County be, the same hereby is, authorized to move forward with the exchange of the Property for Barnsboro's agreement to relinquish in perpetuity all of its right, title and interest in and to any vehicular access to and from Main Street for the Barnsboro Property, where its Barnsboro Inn restaurant business is located, under and pursuant to N.J.S.A. 40A:12-16 of the Local Lands and Building Law.
2. The exchange by and between the County and Barnsboro of the Property for the

relinquishment of the right, title and interest in and to any vehicular access to and from Main Street for the Barnsboro Property be, the same hereby is, conditioned upon the County's compliance with the requirements of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq. including, but not limited to, those requirements set forth in N.J.S.A. 40A:12-13.5, N.J.S.A. 40A:12-13.6, N.J.S.A. 40A:12-13.7, and N.J.S.A. 40A:13.8.

3. County Counsel, and any assistant County Counsel, be, the same hereby are, authorized and directed to move forward with those actions necessary and required for the County to fulfill those requirements of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq., that will allow for the County to close upon the exchange transaction by and between it, and Barnsboro, regarding the Property, and Barnsboro's permanent relinquishment of its property rights to vehicular access to and from Main Street for the Barnsboro Property.
4. Prior to any closing on the exchange of property rights as contemplated in this Resolution, it shall be required that the County Freeholder Board adopt a Resolution affirming that the County has fulfilled all of the requirements of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq., and thereby authorize a final closing of the exchange transaction.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B2

RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #01-FINAL WITH A.E. STONE, INC. IN THE AMOUNT OF \$142,578.76, REGARDING ENGINEERING PROJECT #10-04FA

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the County road improvement project known as "Resurfacing and Safety Improvements along Hurffville-Cross Keys Road, County Route 654, between State Highway Route 47 and Greentree Road, CR651, Washington Township, Gloucester County," Federal Project No. STP-C00S (045) Construction, Engineering Project #10-04FA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded previously by the County to A.E. Stone, Inc. (hereinafter "A.E. Stone"), with an office address of 1435 Doughty Road, Egg Harbor Township, NJ 08234-2229, for and in the amount of \$714,004.48 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #01-Final, which will increase the total amount of the contract with A.E. Stone by \$142,578.76, resulting in a new total contract amount of \$856,583.24; and

WHEREAS, the said change order is necessitated by final quantities, which are based on as-built conditions, including supplemental items; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order Increase #01-Final regarding the Contract with A.E. Stone in the amount of \$142,578.76, pursuant to C.A.F. #12-11272, which amount shall be charged against budget line item G-02-12-063-000-12217 (\$6,103.52), C-04-06-012-165-12217 (\$13,110.89), C-04-09-013-165-12217 (\$23,389.11) & C-04-12-013-165-12217 (\$99,975.24) for a total of \$142,578.76.

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

1. The hereinabove referenced Change Order Increase #01-Final to increase the County's Contract with A.E. Stone for the Project in the amount of \$142,578.76, resulting in a new total adjusted contract amount of \$856,583.24, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Number 01-Final regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, December 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 1 of 2
Order No: 1 (Final)
Order Letter:
Date: 12/12/12

Project: Proposed Resurfacing & Safety Improvements CR 654, Hurffville-Cross Keys Road, Washington Township, Gloucester County, NJ
Federal Project No: 10-04FA Doc. No. _____
Contractor: A.E. Stone, Inc.

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

Location of the proposed order: Entire Project

Nature and reason for order: Final quantities based on asbuilt conditions including supplemental items.

Extension Reduction of time recommended for this order: 8/28/2012

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:			\$714,004.48
Adjusted amount based on orders No. 1:	\$856,583.24		\$856,583.24

CONTRACT TIME	
Original Completion Date:	7/4/12
Adjustment This Order: (+ or -)	±56
Previous Adjustments: (+ or -)	
Adjusted Completion Date:	8/28/2012

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other
<u>1 Final</u>	Road	Bridge	Total
Extra Work:	\$13,201.19	\$0.00	\$13,201.19
Increases:	\$168,223.82	\$0.00	\$168,223.82
Decreases:	-\$38,846.25	\$0.00	-\$38,846.25
Total:	\$142,578.76	\$0.00	\$142,578.76

RESERVED FOR FHWA OR F.T.A.

Recommended:

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

Approved:

Robert M. Damming
Freeholder Director Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid Date

ALTERNATE PROCEDURES PROJECTS	
This order is approved for Federal participation:	
Director, Local Aid & Economic Development	Date

Accepted:

Contractor's Authorized Signature Date

Name: _____

Title: _____

CONTRACTS PAYABLE SECTION	
Reviewed by: _____	Date
Input Submitted by: _____	Date
Certification of Funds:	
Director of Accounting & Auditing	Date

Unprotected
 Protested by letter dated _____ attached.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER**

Sheet 2 of 2
Order No: 1 (Final)
Order Letter:
Date: 12/12/12

Project: Proposed Resurfacing & Safety Improvements CR 654, Hurffville-Cross Keys Road, Washington Township, Gloucester County, NJ
Federal Project No: 10-04FA Doc. No.
Contractor: A.E. Stone, Inc.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
Extras				
S1	Bridge Repair	1	\$2,800.00	\$2,800.00
S2	HMA Milling, over 3"	550	\$1.50	\$825.00
S3	Asphalt Price Adjustment (Reduction)	1	-\$3,293.81	-\$3,293.81
S4	Reconstructed Manhole, Using Existing Casting	1	\$750.00	\$750.00
S5	Embankment behind curb@sta 36+00 to 41+00	144	\$45.00	\$6,480.00
S6	Traffic Flaggers	94	\$60.00	\$5,640.00
			Total Extras	\$13,201.19
Increases				
1	Construction Layout	5	\$3,000.00	\$15,000.00
2	Clearing Site	0.4	\$13,000.00	\$5,200.00
4	Removal of Pavement	1340	\$25.00	\$33,500.00
6	HMA 12.5H64 Surface Course, 2" Thick	528.23	\$82.00	\$43,314.86
7	HMA 9.5H64 Leveling Course	430.16	\$82.00	\$35,273.12
11	Tack Coat	329	0.01	\$3.29
12	9" X 18" Concrete Vertical Curb	151	\$20.00	\$3,020.00
13	Concrete Sidewalk, 4" Thick	18.25	\$40.00	\$730.00
14	Detectable Warning Surface, Brick Pavers	10.5	\$240.00	\$2,520.00
19	Beam Guide Rail	20.75	\$18.00	\$373.50
23	Bicycle Safe Grate	4	\$170.00	\$680.00
24	Curb Piece	4	\$100.00	\$400.00
29	Temporary Traffic Stripes	565	\$1.75	\$988.75
30	Removal of Traffic Stripes	168	\$1.00	\$168.00
31	Traffic Markings, Thermoplastic	8863	\$0.60	\$5,317.80
32	Traffic Stripes, long life, Epoxy Resin	3175	\$0.30	\$952.50
36	RPM, Bi-Directional, Red/White Lens	2	\$1.00	\$2.00
37	RPM, Mono-Directional, Amber Lens	80	\$1.00	\$80.00
44	Police Traffic Directors	204	\$60.00	\$12,240.00
50	Reset Monument Box	1	\$250.00	\$250.00
101	Traffic Signal Cable, 7/C # 14	70	\$3.00	\$210.00
102	Pedestrian Signal Head (Countdown Timer)	8	\$1,000.00	\$8,000.00
			Total Increases	\$168,223.82
Decreases				
3	Excavation Unclassified	-50	\$20.00	-\$1,000.00
5	HMA Milling, 3" or less	-3222	\$1.00	-\$3,222.00
8	HMA 19H64 Base Course, 4" Thick	-21	\$12.00	-\$252.00
9	Dense Graded Aggregate Base Course, 6" Thick	-500	\$2.50	-\$1,250.00
10	Prime Coat	-125	\$0.01	-\$1.25
15	Concrete Driveway, Reinforced 6" Thick	-50	\$60.00	-\$3,000.00
16	Hot Mix Asphalt Driveway, 2" Thick	-309.5	\$30.00	-\$9,285.00
33	Regulatory and Warning Signs	-28.75	\$24.00	-\$690.00
34	RPM Bi-Directional, Blue Lens	-12	\$1.00	-\$12.00
35	RPM Bi-Directional, Amber Lens	-334	\$1.00	-\$334.00
51	Asphalt Price Adjustment	-1	\$10,000.00	-\$10,000.00
52	Fuel Price Adjustment	-1	\$3,000.00	-\$3,000.00
53	Sealing Existing Joints in Concrete Pavement	-300	\$5.00	-\$1,500.00
54	Sawing & Sealing Joints in HMA Pavement	-1400	\$2.00	-\$2,800.00
55	Rip-Rap Slope Stone Protection, 12" Thick, (d50=8")	-250	\$10.00	-\$2,500.00
			Total Decreases	-\$38,846.25
Total Amount Change Order No. 1 Final				\$142,578.76

Original Amount:	\$714,004.48
Adjusted Amount Based on Change Order No. 1 Final	\$856,583.24
Total Change (+ or -):	+ \$142,578.76
% of Change in Contract: [(+) Increase or (-) Decrease]	+ 19.97%

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: A.E.Stone, Inc.
1435 Doughty Road
Egg Harbor Twp., NJ 08234-2229
- 2. Description of Project or Contract: Resurfacing & Safety Improvements along Hurffville-Crosskeys Road, CR 654, between State Highway Rt 47 and Greentree Rd, Washington Twp.
- 3. Date of Original Contract: 4-Apr-12
- 4. P.O. Number: 12-02324
- 5. Amount of Original Contract: \$714,004.48
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1 Final: \$142,578.76
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$856,583.24

9. Need or Purpose of this Change Order: Final quantities based on asbuilt conditions including supplemental items. This project is 100% Federally Funded.

This change order requested by _____ on _____
(Department Head) (Date)

Accepted by _____ on _____
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damminger, Director

To All Vendors:

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

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County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 853-8504

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	12-11272

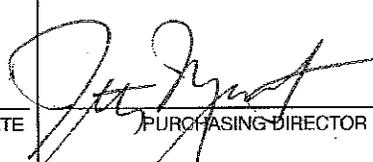
Pg 1

SHIP TO	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600
	VENDOR # : AEST0010
VENDOR	A. E. STONE, INC. 1435 DOUGHTY ROAD EGG HARBOR TWP., NJ 08234-2229

ORDER DATE: 12/19/12
REQUISITION NO: R2-11540
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/DL	10-04FA Contract Change Order Increase #01-Final for final as-built conditions including supplemental items for the Construction of the roadway improvement project known as:Resurfacing & Safety Improvements along Hurffville-Cross Keys Road, County Route 654, between State Highway Route 47 & Greentree Rd, CR651, Washington Twp., Glo.Co. Federal Project No. STP-C00S (045) Construction; Engineering Project #10-04FA Original Contract Passed by Resolution: March 07, 2012, Passed by Resolution: December 26, 2012	G-02-12-063-000-12217 Hurffville Crosskeys Rt. 47 to Greentree	6,103.5200	6,103.52
1.00/DL	10-04FA Contract Change Order additional funds/account for above	C-04-06-012-165-12217 Hurffville Crosskeys 47 to Greentree(SA)	13,110.8900	13,110.89
1.00/DL	10-04FA Contract Change Order additional funds/account for above	C-04-09-013-165-12217 Hurffville Crosskeys 47 to Greentree(SA)	23,389.1100	23,389.11
1.00/DL	10-04FA Contract Change Order additional funds/account for above	C-04-12-013-165-12217 Hurffville Crosskeys 47 to Greentree(SA)	99,975.2400	99,975.24
			TOTAL	142,578.76

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

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

G-02-12-063-000-12217 (\$6,103.52)
C-04-06-012-165-12217 (\$13,110.89)
C-04-09-013-165-12217 (\$23,389.11)
C-04-12-013-165-12217 (\$99,975.24)

B2

Certificate of Availability of Funds

TREASURER'S NO. 12-11272 DATE December 26, 2012

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$142,578.76 COUNTY COUNSEL August E. Knestaut, Esq.

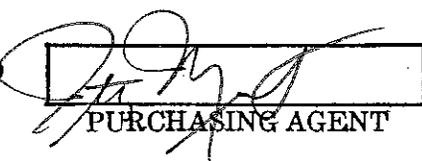
DESCRIPTION: Contract Change Order Increase #01-Final, for final as-built conditions including supplemental items for the Construction of the roadway improvement project known as the "Resurfacing and Safety Improvements along Hurffville-Cross Keys Road, County Route 654, between State Highway Route 47 and Greentree Road, CR651, Washington Township, Gloucester County," as per Federal Project No. STP-C00S (045) Construction, Engineering Project #10-04FA.

VENDOR: A. E. Stone, Inc.

ADDRESS: 1435 Doughty Road
Egg Harbor Township, NJ 08234-2229


DEPARTMENT HEAD APPROVAL

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

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 12-20-12

Meeting Date: December 26, 2012

B3

RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH DIEHL ELECTRIC IN THE AMOUNT OF -\$59,179.09 REGARDING ENGINEERING PROJECT #09-03FA

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the County road improvement project known as "Countywide Traffic Signal Pedestrian Retrofit, Gloucester County, New Jersey", Project #09-03FA (hereinafter the "Project"); and

WHEREAS, a contract for the construction of the Project was previously awarded to Diehl Electric, Inc., with offices at P.O. Box 209, Hammonton, NJ 08037 (hereinafter "Diehl"), in the amount of \$849,622.33 which was subsequently increased by a prior change order to \$1,011,528.71; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Decrease #02-Final, which will decrease the total amount of the County's contract with Diehl by \$59,179.09, reflecting final As-Built Quantities, including escalation for eligible items, resulting in a new total contract amount of \$952,349.62; and

WHEREAS, the Project is a 100% Federal Aid funded project.

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

1. That the hereinabove referenced Change Order Decrease #02-Final regarding the County's Contract with Diehl for the Project be, and the same hereby is, approved; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order Decrease #02-Final for the aforementioned purposes on behalf of the County; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Decrease #02-Final regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B3

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 1 of 2
Order No: 2 Final
Order Letter: _____
Date: 11/9/12

Project: County Wide Traffic Signal Pedestrian Retro-Fit
Federal Project No: FS-B00S (826) ARRA Federal Stimulus Project Doc. No. _____
Contractor: Diehl Electric

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

Location of the proposed order: Various Locations on the project

Nature and reason for order: Final asbuilt quantities including escalation for eligible items

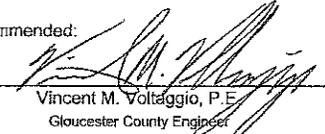
Extension Reduction of time recommended for this order: _____

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of contract based on order No. 1:	<u>\$1,011,528.71</u>		<u>\$1,011,528.71</u>
Adjusted amount based on orders No. 2:	<u>\$952,349.62</u>		<u>\$952,349.62</u>

CONTRACT TIME	
Original Completion Date:	<u>9/21/2010</u>
Adjustment This Order: (+ or -)	_____
Previous Adjustments: (+ or -)	<u>9/1/2012</u>
Adjusted Completion Date:	

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other
<u>2 Final</u>	Road	Bridge	Total
Extra Work:	<u>\$25,741.17</u>	<u>\$0.00</u>	<u>\$25,741.17</u>
Increases:	<u>\$505.16</u>	<u>\$0.00</u>	<u>\$505.16</u>
Decreases:	<u>-\$85,425.42</u>	<u>\$0.00</u>	<u>-\$85,425.42</u>
Total:	<u>-\$59,179.09</u>	<u>\$0.00</u>	<u>-\$59,179.09</u>

RESERVED FOR FHWA OR F.T.A.

Recommended: 
Vincent M. Voltaggio, P.E.
Gloucester County Engineer
Date: 12-12-12

Approved: _____ Date _____
Robert M. Dammingier
Freeholder Director
Approved for Funding Participation Purposes: _____ Date _____
Manager, District #4, Local Aid

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation:

Director, Local Aid & Economic Development Date _____

Accepted: 
Contractor's Authorized Signature DAVID L DIEHL Date 12/11/12
Name: DAVID L DIEHL
Title: VICE PRES

CONTRACTS PAYABLE SECTION
Reviewed by: _____ Date _____
Input Submitted by: _____ Date _____
Certification of Funds:

Director of Accounting & Auditing Date _____

Unprotested
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 LOCAL AID
 FEDERAL AID CHANGE ORDER

Sheet 2 of 2
 Order No: 2 Final
 Order Letter:
 Date: 11/9/12

Project: County-Wide Traffic Signal Pedestrian Retro-Fit
 Federal Project No: FS-B00S (826) ARRA Federal Stimulus Project Doc. No.
 Contractor: Diehl Electric

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	
Extras				
S04	Escalation: Concrete Vertical Curb	1,559.5	\$9.50	\$14,815.25
S05	Escalation: Detectable Warning Surface	16.62	\$45.00	\$747.90
S06	Escalation: Pedestrian Signal Heads	140	\$68.00	\$9,520.00
S07	Escalation: Topsoil	600	\$0.77	\$462.00
S08	Escalation: Fertilizing & Seeding	594	\$0.33	\$196.02
			Total Extras	\$25,741.17
Increases				
18	Topsoiling 4" Thick	50	\$7.34	\$367.00
19	Fertilizing & Seeding, Type A-3	44	\$3.14	\$138.16
			Total Increases	\$505.16
Decreases				
3	9"x18" Concrete Vertical curb	-378.0	\$46.12	-\$17,433.36
4	Concrete Sidewalk, 4" thick	-445.5	\$63.41	-\$28,249.16
5	Detectable Warning Surface	-52.5	\$220.10	-\$11,555.25
13	Foundation, Type SFT	-1	\$1,580.00	-\$1,580.00
16	Pedestrian Signal Head	-40	\$652.00	-\$26,080.00
23	Traffic Markings, Thermoplastic	-28	\$3.09	-\$86.52
24	Breakaway Barricade	-72	\$0.01	-\$0.72
25	Drums	-60	\$0.01	-\$0.60
26	Construction Signs	-103.5	\$4.21	-\$435.74
S01	Removal of Traffic Stripes	-6	\$0.68	-\$4.08
			Total Decreases	-\$85,425.42
Total Amount Change Order No. 2 Final				-\$59,179.09

Amount of Original Contract: \$849,622.33
 Amount of Contract Based on Change order No 1 \$1,011,528.71
 Adjusted Amount Based on Change Order No. 2 Final \$952,349.62

Total Change (+ or -): (\$59,179.09)

% of Change in Contract:
 [(+) Increase or (-) Decrease] 12.09%

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: Diehl Electric Inc.
PO Box 209
Hammonton, NJ 08037
- 2. Description of Project or Contract: Countywide Traffic Signal Pedestrian Retrofit
- 3. Date of Original Contract: 25-May-10
- 4. P.O. Number: 10-01503
- 5. Amount of Original Contract: \$849,622.33
- 6. Amount of Previously Authorized Change Order \$161,906.38
- 7. Amount of this Change Order No. 2 Final: -\$59,179.09
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$952,349.62
- 9. Need or Purpose of this Change Order: Final Asbuilt Quantities including escalation for eligible items.

This change order requested by  on 12-12-12
(Department Head) (Date)

Accepted by  DAVID L DIEHL on 12/4/12
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: _____
Robert N. DiLella, Clerk Robert M. Damming, Director

To All Vendors:

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

C1

**RESOLUTION AUTHORIZING AND CONFIRMING THE ESTABLISHMENT
OF A FEE SCHEDULE FOR THE DEPARTMENT OF SENIOR SERVICES**

WHEREAS, an annual fee schedule has been developed for various activities and events provided by the Gloucester County Department of Health, Senior and Disability Services; and

WHEREAS, the fee schedule detailed below shall continue to be effective for calendar year 2013.

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

SECTION 1. The donated fee request for Meals at Congregate Nutrition Sites shall be set at \$1.25 per meal;

SECTION 2. The donated fee request for Home Delivered Meals or Serv-A-Tray Meals shall be set at \$1.25 per meal;

SECTION 3. The fee for the Senior Picnic shall be set at \$2.00 per person;

SECTION 4. The fee for the Golden Follies (Senior Talent Show) shall be set at \$2.00 per person;

SECTION 5. The fee for the Christmas Party shall be set at \$3.00 per person.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 26, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING AWARD OF SPLIT BID CONTRACTS FOR SHELTER AND MOTEL PLACEMENT FOR CLIENTS OF THE DIVISION OF SOCIAL SERVICES ,WITH EACH CONTRACT BEING FOR A PERIOD OF TWO YEARS WITH THE OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO (2) YEAR PERIOD OR TWO (2) ONE (1) YEAR PERIODS, FOR AN AGGREGATE AMOUNT NOT TO EXCEED \$3,000,000.00

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program through the Division of Social Services; and

WHEREAS, after following proper public bidding procedure, it was determined that:

1. Volunteers of America Delaware Valley, Inc., 235 White Horse Pike, Collingswood, New Jersey 08107, for an amount not to exceed \$1,400,000.00 per year for the first two years.
2. Center for Family Services, Inc., 584 Benson Street, Camden NJ 08103, for an amount not to exceed \$250,000.00 per year for the first two years.
3. Shri Jai Gianesh T/A Primrose, 301 Black Horse Pike RT 168 South, Turnersville, New Jersey 08012, for an amount not to exceed \$175,000.00 per year for the first two years.
4. Nap Inc., T/A MayFair, 2941 Black Horse Pike, Route 42 South, Sicklerville, New Jersey 08082, for an amount not to exceed \$800,000.00 per year for the first two years.
5. Shiv-Parvati, LLC T/A Rainbow, 1192 Crown Point Road, Westville, New Jersey 08093, for an amount not to exceed \$50,000.00 per year for the first two years.
6. IMPU, Inc., T/A Royal Inn, 133 S Delsea Drive, Glassboro, New Jersey 08028, for an amount not to exceed \$200,000.00 per year for the first two years.
7. Salem County Woman SER, P.O. Box 125, Salem, New Jersey 08079, for an amount not to exceed \$25,000.00 per year for the first two years.
8. New Jersey Association on Correction, 986 South Broad Street, Trenton, New Jersey 08611, for an amount not to exceed \$25,000.00 per year for the first two years.
9. Cornerstone 2000, Inc., 67 E Centre Street, Woodbury, New Jersey 08096, for an amount not to exceed \$25,000.00 per year for the first two years.
10. Praas Op, LLC The Winslow Motor Inn, 524 Route 73, Winslow, New Jersey 08095, for an amount not to exceed \$25,000.00 per year for the first two years.
11. DNS Corp./Plum Tree Inn, 1408 S Blackhorse Pike, Williamstown, New Jersey 08094, for an amount not to exceed \$25,000.00 per year for the first two years.

were the lowest responsive and responsible bidders to perform said services, for the period from December 27, 2012 to December 26, 2014 with the County having the option to extend the term for one (1) two (2) year period or two (2) one (1) year periods; and

WHEREAS, each contract shall be for an estimated units of service for the above described maximum contract amounts for the unit prices set forth and as more specifically described in the bid specifications PD-12-044. 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 contracts for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program through the Division of Social Services for the Gloucester County Division of Social Services are hereby awarded to Volunteers of America Delaware Valley, Inc., Center for Family Services, Inc., Shri Jai Gianesh T/A Primrose, Nap, Inc., T/A Mayfair, Shiv-Parvati, LLC T/A Rainbow, IMPU, Inc., T/A Royal Inn, Salem County Woman SER, New Jersey Association on Correction, Cornerstone 2000, Inc., Praas Op, LLC The Winslow Motor Inn, and DNS Corp./Plum Tree, for the period from December 27, 2012 to December 26, 2014 with the County having the option to extend

the contracts for one (1) two (2) year period or two (2) one (1) year periods, in the amounts not to exceed the dollar figures set forth above herein.

BE IT FURTHER RESOLVED THAT vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable stated and federal regulations.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E1

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
VOLUNTEERS OF AMERICA DELAWARE VALLEY INC.**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **VOLUNTEERS OF AMERICA DELAWARE VALLEY INC.**, with offices at 235 White Horse Pike, Collingswood, New Jersey 08107, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$1,400,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this 27th day of **December, 2012.**

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

VOLUNTEERS OF AMERICA DELAWARE VALLEY INC.

(Please Print Name)

①

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
CENTER FOR FAMILY SERVICES INC.**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CENTER FOR FAMILY SERVICES INC.**, with offices at 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$250,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. CONTRACT PARTS. This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this 27th day of **December, 2012.**

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

CENTER FOR FAMILY SERVICES INC.

(Please Print Name)

E1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
SHRI JAI GIANESH T/A PRIMROSE**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SHRI JAI GIANESH T/A PRIMROSE** with offices at 301 Black Horse Pike Rt 168 S, Turnersville, New Jersey 08012, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$175,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information,

reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this 27th day of **December, 2012.**

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

SHRI JAI GIANESH T/A PRIMROSE

(Please Print Name)

E1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
NAP INC T/A MAYFAIR**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**"; and **NAP INC. T/A MAYFAIR** with offices at 2941 Black Horse Pike Rt 42 S, Sicklerville, New Jersey 08012, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$800,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this 27th day of **December, 2012.**

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

NAP INC T/A MAYFAIR

(Please Print Name)

E1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
SHIV-PARVATI LLC T/A RAINBOW**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SHIV-PARVATI LLC T/A RAINBOW** with offices at 1192 Crown Point Road, Westville, New Jersey 08093, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$50,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this **27th** day of **December, 2012.**

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

SHIV-PARVATI LLC T/A RAINBOW

(Please Print Name)

E

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
IMPU INC T/A ROYAL INN**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **IMPU INC. T/A ROYAL INN** with offices at 133 S. Delsea Drive, Glassboro, New Jersey 08028, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$200,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this 27th day of **December, 2012.**

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

IMPU INC T/A ROYAL INN

(Please Print Name)

E1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
SALEM COUNTY WOMAN SER**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SALEM COUNTY WOMAN SER** with offices at PO Box 125, Salem, New Jersey 08079, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$25,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. CONTRACT PARTS. This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this **27th** day of **December, 2012.**

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

SALEM COUNTY WOMAN SER

(Please Print Name)

(7)

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
NEW JERSEY ASSOCIATION ON CORRECTION**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **NEW JERSEY ASSOCIATION ON CORRECTION**, with offices at 986 South Broad Street, Trenton, New Jersey 08611, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$25,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. CONTRACT PARTS. This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this 27th day of **December, 2012**.

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

**NEW JERSEY ASSOCIATION
ON CORRECTION**

(Please Print Name)

(2)

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
CORNERSTONE 2000 INC.,**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CORNERSTONE 2000 INC.**, with offices at 67 E Centre Street., Woodbury, New Jersey 08096, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$25,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. CONTRACT PARTS. This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this 27th day of **December, 2012.**

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

CORNERSTONE 2000 INC.,

(Please Print Name)

E1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
PRAAS OP LLC THE WINSLOW MOTOR INN**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PRAAS OP LLC THE WINSLOW MOTOR INN** with offices 524 Route 73, Winslow, New Jersey 08095, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$25,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this 27th day of **December, 2012.**

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

**PRAAS OP LLC THE WINSLOW
MOTOR INN**

(Please Print Name)

E

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
DNS CORP/PLUM TREE INN**

THIS CONTRACT is made effective the 27th day of **December, 2012**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **DNS CORP/PLUM TREE INN** with offices 1408 S Blackhorse Pike, Williamstown, New Jersey 08094, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; 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 commence December 27, 2012 and conclude December 26, 2014 with the option to extend the contract for one (1) two-year period or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as *PD 012-044*, with a minimum contract amount of zero and a maximum contract amount of \$25,000.00 per year for the first two years.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

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

Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations.

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 shall supply shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program, as set forth in the Bid Specifications identified as *PD 012-044*, 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 set forth in the specifications identified as *PD 012-044*, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as *PD 012-044*, 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, business operations, 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. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this

Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. CONTRACT PARTS. This Contract consists of this Contract document, and the specifications identified as *PD 012-044*, which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as *PD 012-044* the specifications shall prevail.

THIS CONTRACT is dated this 27th day of **December, 2012**.

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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

WITNESS:

DNS CORP/PLUM TREE INN

(Please Print Name)

E1

SIGNATURE PAGE

SIGNED Richard Stagliano COMPANY Center For Family Services, Inc.

NAME (TYPE) Richard Stagliano ADDRESS 584 Benson St.

TITLE President/CEO

DATE 11/1/12 CITY Camden STATE NJ

TELE # 856-964-1990 ZIP 08103

FAX # 856-964-1992 E-MAIL rstagliano@centerffs.org

Together Youth Shelter

The Center for Family Services, Inc. (CFS) is seeking to provide comprehensive shelter care beds for single male and female youth, ages 18 -19 who are homeless. These beds would be offered to youth referred by the Board of Social Services or their designee for emergency placement due to homelessness. These youth would not be eligible for other funding streams.

CFS's mission is to support and empower individuals, families, and communities to achieve a better life through vision, hope, and strength. CFS has over thirty years of experience working with homeless youth through the Together Youth Shelter. The Together Youth Shelter has been providing shelter, crisis intervention, and counseling services to youth and families through a variety of funding sources including the County of Gloucester since 1976. Located on 5.6 acres in Glassboro, New Jersey, the fourteen-bed shelter has assisted thousands of youth and families to date. The shelter is licensed by the New Jersey Division of Youth and Family Services, Bureau of Licensing. The shelter provides the basic necessities of food, clothing, and medical assistance. Utilizing a youth development approach that includes youth in the important decisions that affect their lives in the shelter as well as in their future goals, the shelter is a safe haven for abused, neglected, and abandoned youth ages 11– 19. Combined with this funding, are a variety of local, state, and federal funding sources, allowing Together to provide comprehensive shelter services including a life skills component, a substance abuse education/prevention program, a certified educational component, and individual, group, and family counseling. The program networks closely with CFS Street Outreach and Transitional Living programs and other community providers.

The Together Youth Shelter prides itself in giving youth a "sense of hope" through a caring multi-cultural and bi-lingual staff, professional shelter, and a supportive environment. This necessary funding will allow the shelter to be available to youth over the age of eighteen who meet the requirements of the emergency assistance program, if we have a bed available. These youth generally need more support than provided in traditional adult homeless shelters and hotel/motel placements. Because of their homelessness they are at high risk for physical and sexual abuse, neglect, exploitation, and abandonment. Many are victims of extreme poverty and do not have a caring adult in their lives who can help them with housing. The program services 14 youth at a time. Residents are enrolled in the program and receive shelter services 24-hours a day, seven days a week, through an emergency on call system. The provision of emergency shelter services includes meeting basic needs including food, clothing, and linkage to medical services.

Together provides homeless youth services with the goal of working towards family reunification whenever possible. Sadly, many of the youth have little or no family support and need assistance in working towards total self-sufficiency. When appropriate, staff will work with the client on involving the family and/or other significant adults as a support system except in those cases where it is not in the best interests of the young adult or their family. The client centered development approach includes the client in every

aspect of their own plans as well as the operation and functioning of the home.

The shelter has seven bedrooms, a classroom, common living room, recreation room with a computer station, laundry and a large kitchen and dining area. The shelter is a structured environment offering three meals and two snacks per day and a schedule of activities. Older youth are permitted to work while looking for permanent placement.

Services include:

Safe, supportive, living accommodations;

- Donated clothing, household goods, etc.
- Individualized transitional/permanency service planning with assigned case manager;
- Family reunification services;
- Individual, family and group counseling;
- On site education through the Gloucester County Special Schools Services or linkage to their home schools when the child is still in high school;
- Life and Social Skills Training;
- Linkage to Medical care;
- Substance abuse education and counseling;
- Career planning, employment preparation
- Recreational activities;
- Advocacy and referral services;
- Referral to long term transitional living, supported apartments or permanent housing through CFS services or other community providers.

INTAKE, ELIGIBILITY AND ADMISSION

Youth are referred to Together through a variety of sources including churches, community members, social services agencies, First Call for Help, CFS Street Outreach and 211. This bid is for youth referred by Boards of Social Services or their designee. CFS hopes to avoid youth being placed in hotels especially if they are in high school.

The referral source will provide the following information to CFS;

1. Youth's name, date of birth, social security number and most recent address;
2. Reason for the referral;
3. Contact person's name and phone number;
4. Brief synopsis of clients history;
5. Prior placements and discharge summaries (if available);
6. Education history and current school placement;
7. Health status
8. Criminal history and current status including Fire setting or sexual offense history;
9. Diagnostic reports, if applicable and available;
10. Other information relevant to assessing community appropriateness and level of care needed.

Eligible Youth include

1. Male and female youth, age 18 and 19 when appropriate
2. Youth are homeless, couch surfing or living in places unfit for human habitation
3. Able to maintain themselves in a structured environment

Ineligible youth

1. Youth with a fire setting or sexual assault history
2. Youth actively addicted to substances (can be considered after completing treatment)
3. Youth who are considered to be a risk to themselves or others.
4. Youth with severe medical conditions needing specialized medical services.

Youth are not permitted to smoke at the facility or on the grounds due to Licensing requirements.

If the client appears able to benefit from shelter services, the Youth Counselor will interview the youth on the phone. They will explain the program rules, how the program can help them and get a verbal commitment from the youth that they will agree to follow the program rules. The program requires voluntary agreement to participate in the social services offered and the youth needs to commit to remaining drug free while in residence. Clients who are addicted to substance will be referred to inpatient services and may be eligible to reapply for admission upon completion. The interviewers review the rules and responsibilities and discuss the client's hopes and plans for the future along with the types of services the family will need. If the client is eligible and willing to voluntarily participate, he or she will be admitted as soon as space is available.

CFS will immediately let the BOS know of the decision to accept or reject the youth after the phone interview. The BOS will then approve the placement and authorize the payment. CFS street outreach or shelter staff may be able to assist with transporting the youth to the shelter, depending on available staff. The shelter is also accessible by bus.

When the youth arrives, an intake will be completed and release forms signed. Upon acceptance, the youth's basic needs will be assessed and arrangements will be made to address any unmet needs such as food or clothing. After the youth has been settled in, the intake Counselor will finish all of the necessary forms and logs, and will then complete progress notes for the chart allowing for an overview of the client's reasons for needing shelter services. Progress notes document admission, progress of youth, and family contact notations, and discharge, when indicated. Progress notes are also used to record daily events on each youth, including counseling sessions, subsequent family

contacts, agency contacts, and participation in program and outside educational and Life Skills classes.

Individual Transitional Plan/Periodic Review

Within the first week, the assigned primary case manager and the youth will meet to establish the client's Individual Service Plan. All intervention will focus on client and family strengths and on realistic solutions to presenting problems. Plans will identify permanency goals as well as goals in areas of psychological, social, family, education, employment and self-sufficiency. Plans will be developed with input from youth, staff, and other agencies involved when indicated and approved by the youth. Goals focus on strengthening the youth so that they can quickly find a more permanent housing solution. All clients' progress will also be evaluated weekly in Case Conferences led by the Program Director that involve the Case managers and direct care staff. All services at CFS's Together Program are client centered and the youth creates and signs their plan with assistance from the case manager. CFS believes that given the support and encouragement as well as concrete support, clients know what's best for themselves and their future.

Life and Social Skills Training

Life and social skills training conducted by the Residential Counselors focus on nutrition, hygiene, health, sexual assault prevention, values clarification, peer relationships, substance abuse awareness, conflict resolution, and other topics relevant to youth. Classes are held on site daily and are required unless the youth has another approved activity such as work, training, school, etc. during that time. Training will utilize group and applied learning formats, as well as the Counselors own example.

As part of their individual service plan, each youth will identify individual goals for employment, housing, evaluation of necessary documentation such as birth certificates, social security cards, etc. Residents will apply their skills in their daily lives. The residents will take part in all aspects of community living, including attending meetings regarding facility and roommate issues and concerns. Youth are encouraged to bank a percentage of their monthly income in their own bank accounts, save towards their future plans and develop a spending plan with their Case Manager. CFS has 18 transitional living beds and 19 supported apartments. Youth will be screened for acceptance into one of these programs or other community options such as Robin's Nest. Youth who graduate into one of CFS's HUD supported apartments will be required to pay thirty percent of their income towards their rent.

Obtaining Vital Documents

Many of the youth have been homeless and nomadic for long periods of time. CFS will assist the youth in developing a package of documents needed for successful living including; birth certificate, school records, health and immunization records, social security card, voter's registration. Efforts to assist the youth in obtaining drivers education through Chaffee funding, or the department of Labor and the New Jersey

Division of Vocational Rehabilitation will be pursued. CFS is a member of the Workforce Investment Board and will work with the One Stop system, for employment and training opportunities for the youth.

Educational Advancement

All youth will be required to participate in an educational program or vocational that meets their needs. Youth will be linked to community resources to access their educational level and possible programs that will assist them. Whenever possible, youth will be assisted in completing their GED or high school education and have these linkages in place after leaving emergency shelter.

Job Preparation and Attainment

Youth will be expected to follow the guidelines of Work First New Jersey in terms of all necessary appointments to retain their emergency assistance for shelter. This includes scheduling job interviews, attending educational and/ or vocational classes, etc. Case Managers assist the clients with their individual service plan employment and or vocational goals. Case managers will provide job readiness, apprenticeships and employment placement assistance directly or through referral to the One Stop, Division of Vocational Rehabilitation, etc. Appropriate dress, grooming and interview techniques will support the youth in experiencing success and obtaining employment.

Case Managers will provide initial transportation to appointments, job interviews, etc. The youth is encouraged to immediately begin independently pursuing their goals and in using public transportation to work towards their goals. Bus passes will be provided through the Board of Social Services for clients who need housing searches and or who are enrolled in school.

Client Assistance

Center For Family Services benefits greatly from community donations and in addition to the numerous donations being given to Together on a daily basis, the Center has specific holiday and school donation drives to benefit the families throughout the year.

Substance Abuse Prevention and Treatment

CFS has a substance abuse counselor through the Gloucester County Department of Human Services who provides education and prevention services for the youth. This includes an initial substance abuse assessment and group and individual counseling. Youth with Substance Abuse histories are assigned to this counselor for primary counseling.

Daily Rate

The actual cost for a bed at Together is \$187.00 a day. CFS is submitting this bid for the

maximum reimbursement of \$50.00 for these emergency placements because we are worried about some of the youth who are homeless and are not ready for adult shelters. CFS expects this to be a short term placement and will attempt to qualify the youth for another longer term bed through DYFS when appropriate. (this is only for youth who were under the care of DYFS at the age of 18). CFS has 12 placements for youth not eligible for other systems for transitional living beds that the youth may qualify for. CFS will network with other agencies on behalf of the youth. This short term placement will help CFS assist the youth in gathering the needed documents and participating in the interviews to apply for a longer term supportive housing situation.

Medical Care

Youth are required to have a physical within three days. This will be done by CFS's medical doctor or a local provider or clinic depending on the youth's situation.

Discharge/Length of Stay

Youth are expected to stay no more than thirty days in this emergency placement, with the goal being less than two weeks to transfer into a longer term placement or to reunify with a caring family member. Youth are encouraged to have a clear plan before leaving the program. Discharge planning begins at intake with the individual service plan being established as well as length of stay being reasonably planned for.

Types of Discharges

> Services completed:

- Youth finds transitional or permanent housing, reunites with family, enters the armed services, training school or college according to transitional plan goals.
- Termination of services is mutually agreed on by youth and program.
- Aftercare and follow-up services are in place, including linkage to adult mental health services

> Youth's Request for Discharge:

If a youth does not wish to remain within the program, he or she may request discharge. The program staff will encourage the client to carefully evaluate this decision in an effort to support the client until an appropriate long-term option can be obtained. Generally, this type of discharge notes that the youth wishes to terminate services against the recommendations of staff, without a clear discharge plan. The youth will be eligible to reapply for services. In this case, CFS will contact the BOS with the youth to inform them of the client's decision

> Therapeutic Discharge:

CFS Together will request that a youth leave the program due to the following conditions:

- Youth is deemed ineligible/inappropriate due to information received after admission. (Information would need to be cause for safety for other residents

safety)

- Youth becomes ineligible during residence due to change in mental health status that requires more intensive intervention in a psychiatric or structured setting.
- Youth demonstrates criminal behavior that may include assault, threats, stealing, destruction of property, etc.
- Repeated drug/alcohol use despite interventions to treat this problem.
- Continued refusal to cooperate with the program rules.

Process for Therapeutic Discharge:

- Staff must obtain approval from Program Director or Administrator on Call in order to begin process of Therapeutic Discharge.
- If removal is due to criminal behavior, charges may be pressed and this may require assistance from Police.
- If youth is removed due to psychiatric crisis due to threat to self or others, staff will follow steps for psychiatric emergencies to access screening services and possible admission to a hospital.

Staff will inform the BOS of any discharges from the program. Whenever possible, reasonable notice will be given. CFS will partner with the BOS staff to provide the best possible service for the youth.

SERV: DV Emergency Shelter

Program Description

SERV provides hope and life skills to women and their children who are victims of domestic violence through the provision of a 24-hour shelter, emergency response procedures, and a continuum of care. SERV core services includes a 24-hour hotline service, legal advocacy, financial advocacy, housing advocacy, counseling services for victims and their children, group counseling, specialized children services, including educational opportunities, child care and recreation, and art therapy. SERV offers support to victims in seeking shelter or counseling based on their individual circumstances, personal safety plan, and immediate and long-term needs are a priority for all victims. SERV provides a toll-free, 24-hour telephone response and crisis intervention for victims of domestic violence and their families. The hotline offers uninterrupted toll free service for ease of caller access 24-hours a day, 7 days a week, and 365 days a year. Security measures are in place including blocking of phone lines for caller ID and a back up system in case of a power outage at all times. Access to non-English speaking callers through use of language interpretation services and a video relay system for the deaf and hard of hearing community is available. All SERV staff and volunteers who answer the hotline provide the caller with a safety risk screening and emergency safety plan. The hotline activates the Domestic Violence Response Team (DVRT) for immediate response to crisis intervention accompaniments to hospitals, police departments and court.

The SERV Safe House is a safe, caring environment that provides time for residents to explore their options without fear of victimization or concern for survival and basic needs such as food, medical services, clothing, personal items and shelter. Upon entry to the Safe House, the resident completes an intake, including the abusers information as a safety precaution, a personal safety plan and the expectations of the Safe House. Every resident receives a welcome basket including a set of their own personal care items, including shampoo, soap, toothbrush, toothpaste, hair products, towels, etc. Food is provided for residents, which may include specialty items that represent their culture. Residents cook for themselves and their children. Special dinners and group cooking is encouraged. Residential Advocates assist the residents in meal planning and special occasions, such as holidays and birthdays. Residents are encouraged to work out amicable plans with each other depending on the make up of the clientele in the house and their similarities and differences. Every resident receives information and life skills training which will empower survivors to develop essential skills toward self-sufficiency. Safety of clients is ensured by the use of surveillance cameras throughout the entire property, window and entry alarm and locks systems directly alerting the local police. All residents are instructed as to their responsibility to honor this system and why it is necessary for the safety of staff and each client to be protected at this level. The Residential Advocates are responsible for ensuring the safety of the Safe House accessibility by managing the entry and exit of each resident. All residents are required to sign out and to leave a destination and a phone number where they can be reached. If a resident does not return to the Safe House without contact, staff is required to notify the police for her safety. Residents are made aware of this procedure upon entry to the Safe House. Upon exiting of the Safe House, every resident meets with staff and completes a new safety plan; a follow up plan and after care services is scheduled.

SERV staff provides legal, financial and housing advocacy for victims of domestic violence with information on restraining orders, court procedures, assist in the preparation for court reviews, and provide options counseling regarding rights and legal alternatives and court accompaniments. Options and counseling services are available to domestic violence victims and their children free of charge regardless of race, color, religious affiliation or sexual orientation. SERV conducts group counseling and education sessions for victims and their children on an ongoing basis. Counseling sessions are provided at the Safe House for all residents and at the CFS Sanctuary in Glassboro for non-residents. All counseling is provided free of charge, culturally sensitive and bilingual.

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad St. Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate \$ 50.00

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes _____ no X

Variations SERV's emergency shelter program allows adult female victims of domestic violence and their minor children to live in a safe violent free environment in one of the four bedrooms available at the Safe House. Licensed by the NJ Department of Community Affairs, the SERV Safe House offers a secure, safe environment with 24-hour supervision, surveillance cameras throughout the entire property and an 8 foot privacy fence. A total of sixteen adult women and their children can stay up to 30 days or until their safety risk has decreased. The Safe House maintains an open-line of communication with the County agency regarding any change in the placement of the resident. Such as if additional or fewer persons are in residence than placed, if the resident has left the shelter or if the resident has been asked to leave the shelter. The Safe House is wheelchair accessible and consists of two

bathrooms and four bedrooms; each bedroom has additional space for a crib and toddler bed. As a part of the emergency shelter program, residents are encouraged to attend counseling and weekly support group sessions. Residents are also eligible to receive additional services such as advocacy during court and legal procedures, case management services, and to participate in classes conducted at the Safe House. Art therapy, homework assistance/tutoring and school planning are provided for all residential children. Financial literacy, nutrition classes, domestic violence education workshops and housing advocacy are a part of weekly groups provided for all clients.

SERV: DV Transitional Housing

Program Description

Services Empowering Rights of Victims (SERV), a program of the Center For Family Services, is the designated domestic violence service provider for Gloucester County, New Jersey. The SERV Safe House is an emergency shelter for female victims of domestic violence and their minor children. The SERV Safe House is designed to provide safety and crisis intervention services to victims in the most immediate danger. On the same campus as the Safe House are four transitional housing apartments. Since domestic violence is a primary cause of homelessness across the county, SERV can provide an extended-stay shelter through the use of the four apartments located on the Safe House Campus. Victims of domestic violence face many problems when they are forced to leave their homes to escape abuse. Often, affordable housing is not available and shelters are only able to provide temporary housing.

The transitional housing apartments are utilized for victims of domestic violence who may still need the security of the Safe House Campus, but have stayed in the emergency shelter for more than thirty days and are still looking for housing. The transitional housing apartment's resources and services provide an essential continuum between emergency shelter and independent living. This program focuses on giving families a safe place to live and the time to recover from domestic violence and work towards securing permanent housing. Transitional housing helps to meet the ongoing need victims have for safe and affordable housing as they work towards their well-being and self-sufficiency. The support services that accompany transitional housing provide victims with the practical assistance they need to rebuild their lives. SERV recognizes that immediate safety concerns of a victim and her family may be remedied through an emergency residency, but healing from domestic partner violence can be a lengthy journey.

Victims of domestic violence requesting transitional housing must complete a written application and two-part interview. Eligibility will be determined upon gender, history of abuse, homelessness, and number of children. SERV has taken numerous precautions to ensure the safety of Safe House Campus residents. Residents, in turn, are expected to follow security regulations and other procedures. Transitional housing residents would have the opportunity to occupy one of four, two-bedroom furnished apartments for up to twelve months following residency at the Safe House. Residents of the transitional apartments will be offered the same extensive services that Safe House residents receive, including advocacy to medical and legal procedures as well as access to ongoing case-management meetings. All residents, adults and children, will have the opportunity to continue receiving individual counseling services and attend weekly support group meetings. SERV will also make referrals to other service providers when appropriate, including drug and alcohol assessment/treatment, education services, or job training.

It is CFS, SERV program desire to assist victims of domestic violence by first ensuring their physical and emotional safety and secondly by empowering victims throughout the transition to a life free of intimate partner and family violence. Our funding request will enable Safe House Campus residents to live safely and begin to build a healthy, independent life with their children. By offering transitional housing, SERV will provide the community of Gloucester County a long-term solution to homelessness for victims of domestic violence. Providing a healthier and safer environment for this target population of women and children exposed to domestic violence, the community of Gloucester County is better served.

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad St. Woodbury, N.J. 08096.

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The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate \$ 96.00

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes _____ no X

Variations SERV's extended-stay emergency shelter program allows adult female victims of domestic violence and their children to live independently in one of the four two bed room apartments available. The four apartments are located on the complex of the SERV Safe House and offer a secure, safe environment. Licensed by the NJ Department of Community Affairs, the entire campus offers a secure, safe environment with 24-hour supervision, surveillance cameras throughout the entire property and an 8 foot privacy fence. The SERV program maintains an open-line of communication with the County agency regarding any change in the placement of the resident. Such as, if additional or fewer persons are in residence than placed, if the resident has left the apartment or if the resident has been asked to leave. As a part of the extended-stay emergency shelter program, residents are encouraged to attend counseling and weekly support group sessions. Residents are also eligible to receive additional services such as advocacy during court and legal procedures, case management services, and to participate in classes conducted at the Safe House.

First Call For Help

1. Purpose

The Center for Family Services will use the toll-free First Call for Help hotline to screen and place single individuals or families who are current or eligible GA, TANF, and SSI recipients in temporary motel placement. The recipient will be sheltered until referral to an appropriate community or government agency for remediation of homelessness can be made. Emergency shelter placement shall be provided to bridge the gap in services that occur when a community resource is inaccessible or unable to provide immediate response to the client's need. Services will serve emergent needs of clients and are not intended to meet long term housing needs.

2. Target Population

The program intends to assist those whose homelessness is created by factors beyond their control such as unstable or precarious housing, uninhabitable housing, mental illness, eviction, physical disability, health, or other immediate unanticipated crisis such as disruption of electrical utility, heat, or water.

3. Eligibility

Eligible individuals/ families will either be directly referred by the Gloucester County Division of Social Services; or will be self-referrals made by individuals who seek emergency shelter placement after the Division of Social Services has closed. Homeless mentally ill (HMI) must not be actively psychotic and have an appointment for evaluation or assistance, or be an active participant in a mental health program to manage symptoms. Eligible clients shall have been located within Gloucester County at least twenty-four hours prior to contact with the hotline. Caller requests will be screened to determine the severity of service need including the presence or absence of viable personal resources, extended family member assistance, previous service requests, and assessment of income. All screenings will be completed through the First Call for Help hotline.

4. Services to be provided

Emergency Shelter motel placement shall be provided uninterrupted until the first business day in which a referral agency can be accessed for assistance by the client or the client can return to the Division of Social Services to resolve discrepancies with their case. Food assistance will be provided to clients who do not have access to SNAP/food stamp benefits. Transportation to the Division of Social Services is provided daily to shelter clients. Transportation from shelter sites to community resources will be provided in certain cases where a client's success is limited by transportation problems.

Mother/Child Residential

Program Overview

During their approximately three month stay at Mother/Child Residential, women strive to become self-sufficient by: developing and implementing an intensive case management plan to assist them with meeting their educational goals, seeking employment, and searching for permanent housing; participating in on-site educational workshops focused on parenting, anger management, communication and substance abuse; and attending supportive counseling sessions if needed. To further assist them with reaching their goals, Mother/Child Residential provides as many residents as possible with on-site daycare.

Mother/Child Residential has 18 shelter beds. Mother/Child Residential provides a communal living environment for residents. The program consists of seven furnished apartments in which each family has their own bedroom and shared common living areas (bathroom, kitchen, living room). Residents are responsible for keeping their personal areas clean and complete chores on a weekly basis.

As residents leave Mother/Child Residential, the rooms are cleaned and prepared for a new resident. The beds are made with a mattress pad, sheets, a pillow and either a comforter or blanket. In addition, the following items are placed in each bedroom: towels, soap, shampoo/conditioner, deodorant, toothbrush, toothpaste, toilet paper, tissues, paper towels, and cleaning supplies.

Eligibility

Mother/Child Residential accepts women 18 years old and older who are currently homeless and pregnant/parenting one to three children aged eight or under. While staying at Mother/Child Residential, women have to commit to remaining drug-free, voluntarily agree to participate in the social services offered through the program, adhere to the program guidelines/expectations which include working on employment and housing goals, and agree to live in a communal living environment. Women can refer themselves to the program or can be referred to the program from the county Board of Social Services, a school, the police, DYFS, family court, or other community agency. Once in the program, Mother/Child Residential refers each woman to the Board of Social Services to determine eligibility for emergency assistance.

For the shelter, any women living outside of Gloucester County needs to have Emergency Assistance to enter Mother/Child Residential. There is some flexibility for women living inside Gloucester County because Mother/Child Residential has two additional funding sources for Gloucester County residents: Social Services for the Homeless (SSH) and HUD Transitional Housing. Under the SSH grant, Mother/Child Residential receives funding for 139 bed nights annually (Jan – Dec) for women who do not currently receive TANF (working poor) and 92 bed nights annually (Jan – Dec) for women who receive TANF (non-working poor) to shelter these women until they apply for and receive benefits. Under the HUD Transitional Housing grant, Mother/Child Residential receives funding to shelter two women at any given time who do not qualify for any assistance. These women do not pay anything the first three months of their stay; starting their fourth month, they begin paying \$200 per month.

Intake Process

Mother/Child Residential completes a screening form with each woman referred to the program which includes information on current health status, recent housing status, brief history of homelessness, the potential for violence or victimization, and basic demographic information. The screening form can be completed over the phone with a prospective resident, it can be faxed to the program directly from the referral source, or a woman can present at the program and complete the form in person. Once the form is completed, at least two staff members review the form and decide if the woman can be accepted into the program based on the eligibility criteria (see criteria above), funding, and program space.

Assessments

Within three days (72 hours) of intake, a comprehensive assessment is completed by the Service Coordinator and includes information on: employment history, public assistance history, housing history for past five years, veteran status (if applicable), level of education, income and resources, substance abuse/mental health/developmental delays status, social networking inventory, and history of victimization. In addition, each woman is scheduled for and participates in a mental health assessment and a substance abuse assessment within one week of intake.

During the first two weeks of the resident's stay at Mother/Child Residential, the primary focus is on getting to know the resident by: obtaining information from her through case management substance abuse, and mental health assessments; referring her to the county board of social services and other service providers to apply for benefits; talking to her about her goals; observing her interaction in the educational classes; and helping her become acclimated to her new surroundings.

Service Planning/Goals

By the end of the resident's second week at Mother/Child Residential, the resident works with the Service Coordinator to create her service plan. The two main goals for each resident that enters Mother/Child Residential are to seek permanent housing and to seek employment and/or an educational opportunity. In addition to these goals, each resident works with the Service Coordinator to create additional goals tailored to her specific needs based on the assessments completed. Once the service plan is created with the resident in HMIS and signed by the resident, the Service Coordinator refers the resident to the Housing & Resource Coordinator and/or the Social & Employment Coordinator to assist her with reaching her program goals.

Mother/Child Residential initiates exit planning at intake with the residents. Residents work with the Care Coordinators to secure more permanent housing and either an employment or educational opportunity within three months of intake. During the assessment period, the Care Coordinators identify other community resources also currently working with the resident and make referrals to additional community resources as needed. The majority of the residents at Mother/Child Residential secure permanent housing for approximately one year through funds provided by the county Board of Social Services.

Services Provided

Once the service plan is created with the resident in HMIS and signed by the resident, the Housing & Resource Coordinator and the Social & Employment Coordinator schedule

housing and employment assessments with the resident to assist her with reaching her program goals.

The Housing & Resources Coordinator assists with:

- Identifying potential housing options
- Assisting with the application process
- Facilitating the relationship between the resident and her Social Worker at the County Board of Social Services
- Coordinating housing paperwork with the resident, landlord, and funding source
- Providing residents with applicable community resources including: health insurance/medical, social services (TANF/GA, Foodstamps), WIC, daycare, and referrals

The Social & Employment Coordinator assists with:

- Identifying employment opportunities and educational programs
- Preparing residents for interviews including: resume review, completing applications, practicing interview skills, dressing for success, and following up after an interview
- Applying for school and searching for education grants.
- Home management including keeping apartments clean, conflict resolution, and parenting.

Service plans are reviewed with colleagues/supervisors during weekly Case Management meetings and updated every three months or more frequently if needed.

In addition to case management services, residents participate in daily educational classes focused on parenting, anger management, substance abuse and communication skills and have access to on-site mental health counseling if needed.

Graduation

Once a resident completes her service plan (secures permanent housing and has a plan to maintain the housing), she graduates from Mother/Child Residential. The majority of the residents at Mother/Child Residential secure permanent housing for up to one year through funds provided by the county Board of Social Services.

Program Outcomes

Currently, Mother/Child Residential measures number of clients served, length of stay, and outcome of each resident (e.g., graduation, termination, other). Beginning in January 2010, Mother/Child Residential began contacting clients 6 months and 1 year post discharge to ask if they have remained in permanent housing since discharge. To-date, Mother/Child Residential has reached less than 25 former clients.

Mother/Child Residential has increased the number of families served throughout the past three years. Mother/Child Residential has served approximately 100 families annually since 2009. Prior to 2009, Mother/Child Residential served approximately 50 families annually. This is a dramatic increase considering the program also lost four shelter beds in 2009.

Mother/Child Residential has reduced the length of shelter stay for families throughout the past three years. The average length of shelter stay since 2009 has been approximately three months. Prior to 2009, the average length of shelter stay was approximately 6 months.

The goal of the program is for 75% of the residents to be discharged to a permanent living environment. Of the eighty-three residents who exited the program between July 1, 2011 – June 30, 2012, thirty-four of them (41%) graduated from the program; twenty-nine of them (35%) left for other reasons including voluntarily leaving the program to move in with friends or family members; and twenty of them (24%) were discharged for non-compliance. Overall, thirty-four women (75%) who exited the program felt they were moving into a permanent living environment.

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

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The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate \$ 46.00 per night per person in the family

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes _____ no X _____

Variations _____

SIGNATURE PAGE

SIGNED Jim Jim Randell COMPANY CORNERSTONE 2000 INC.
NAME (TYPE) Emergency Shelter ADDRESS 67 E. Centre St.
TITLE President
DATE 10/31/12 CITY Woodbury STATE N.J.
TELE # 856-883-7963 ZIP 08096
FAX # 856-579-7534 E-MAIL ccornerstone2000@aol.com

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad St. Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate \$ 60.00 per night per person

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes _____ no

Variations _____

APPLICATION COVER SHEET FOR EMERGENCY SHELTER/TRANSITIONAL HOUSING

Name and Address of Facility:

CORNERSTONE 2000, Inc.
67 E. Centre Street
Woodbury, N.J. 08096

Phone Number: (856) 883-7963 Fax: _____ E-Mail: ccornerstone2000@aol.com

Name of Director/CEO: Iris Rondells

Name of Title and Contact Person: Executive Director

Phone: (856) 883-7963

Is Facility an Emergency Shelter Y/N or Transitional Housing Y/N Program?

Type of License if applicable: Class I Emergency Homeless Shelter

Current per Diem:

Family Rate: _____
Single Rate: \$ 60.00 per night

Bed Capacity: 15 Average Annual Occupancy Rate: _____

Average Length of Stay: 90 days

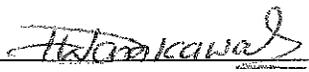
Services Provided Directly (not by referral): Life Skill Training,
Budgeting, Home Maintenance, Safety
Planning, Behavior Modification and Transportation.

{ SHELTER }
Living
Quarter
Provides

Stove, refrigerator, space, washer & Dryer, Freezer,

Easy Access to: bus transportation
Shopping
Library

SIGNATURE PAGE

SIGNED  COMPANY NAPINC. T/A MAYFAIR MOTEL
NAME (TYPE) HARRY VANCAWALA ADDRESS 2941 BLACK HORSE PIKE
TITLE PRESIDENT RT. 42. SOUTH
DATE 10-17-2012 CITY SICKLERVILLE STATE N.J.
TELE # 856-629-4903 CONF. ZIP 08081
856-629-1421 MOTEL
cell 609-820-5907
FAX # 856-875-7038 E-MAIL MAYFAIR MOTEL @ Gmail.com.

I. E

SIGNATURE PAGE

SIGNED  COMPANY New Jersey Association on Correction
NAME (TYPE) Angel M. Perez ADDRESS 986 South Broad Street
TITLE Executive Director
DATE October 22, 2012 CITY Trenton STATE NJ
TELE # (609) 396-8900 ZIP 08611
FAX # (609) 396-8999 E-MAIL aperez@njaonline.org

E.

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad St. Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate \$ 67.36

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes _____ no X

Variations _____

SIGNATURE PAGE

SIGNED  COMPANY: DNS CORPORATAION t/a PLUM TREE INN

NAME (TYPE) SATISH BHATT ADDRESS: 1408 SOUTH BLACKHORSE PIKE

TITLE: PRESIDENT

DATE: 11/1/12 CITY: WILLIAMSTOWN STATE: NJ

TELE #: 201-679-5155 ZIP: 08094

FAX # 609-228-5866 E-MAIL: BHATTPORTFOLIO@GMAIL.COM

(NOTE: The above is the Motel Business address, the corporate address is:
8620 Grand Ave, North Bergen, NJ 07047)

I

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad St. Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate

\$ 45.00

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes _____ no X

Variations _____

[Handwritten Signature]

I

SIGNATURE PAGE

SIGNED Hidomakawa S COMPANY SHRI TAI GANESH CORP.
TA PRIMEROSE MOTEL
NAME (TYPE) HARRY VAJIKANNA ADDRESS 301 BLACK HORSE PIKE
TITLE PRESIDENT RT 168 SOUTH
DATE 10-28-12 CITY TURNERVILLE STATE N.J.
TELE # 856-374-1659 ZIP 08012
FAX # 856-374-1659 E-MAIL MNW 80@Yahoo.com

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad St. Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate

\$ 50.00 one person per room.

\$ 60.00 two person per room.

\$ 75.00 three or four person per room.

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes no

Variations

11

SIGNATURE PAGE

SIGNED U Patel COMPANY SHIV-PARVATI LLC ^{THAT} RAINBOW HOTEL
 NAME (TYPE) U LA PATEL ADDRESS 1192 CROWN POINT RD
 TITLE OWNER
 DATE 10-22-12 CITY WESTVILLE STATE NT
 TELE# 856-845-6089 ZIP 08093
 FAX# 856-845-0388 E-MAIL _____

IF YOU HAVE QUESTIONS PLEASE CONTACT
 UMESH S. PATEL (SAM) AT
 609-744-5070 (CELL)
 —THANK YOU

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad St. Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate

*\$ PLEASE SEE ATTACHED PAGE
THANK YOU*

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes no

Variations

Shiv-Parvati LLC
T/A Rainbow Motel
1192 Crown Point Motel
Westville, NJ, 08093
Ph. (856)-845-6089
Fax. (856)-845-0388

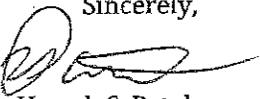
OCT 22 2012

1 Person	\$40.00
2 Person	\$50.00
3 Person	\$60.00
4 Person	\$65.00

Above rates are per day.
Extra Person \$ 5.00 per person per Day.

This property has a refrigerator in all rooms. Microwave, vending machine, and an ice machine, a king size bed, and two double beds are available. Also available in each room are, a telephone, 25 inch cable television, and individual air conditioning, and heat. The office is open 24 hours every day. This property is under surveillance camera at all times. Thank you for your time, an if you have any questions please feel free to contact me on my cell (609)-744-5070.

Sincerely,



Umesh S. Patel.

SIGNATURE PAGE

11

SIGNED  COMPANY TRIPU INC
TIA ROYAL INN
 NAME (TYPE) UMESH S. PATEL ADDRESS 133 S. DELSEA DR
 TITLE PRESIDENT
 DATE 10-²⁹~~22~~ 12 CITY GILGABSBORO STATE VT
 TELE# 856-881-1000 ZIP 05028
 FAX# 856-881-8313 E-MAIL N/A

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT
 UMESH S. PATEL (SAM) AT
 609-744-5070 (CELL)
 THANK YOU

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad St. Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate

\$ ~~1000~~ PLEASE SEE ATTACHED ~~ADVICE~~
FRANKYDU

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes no

Variations

Impu Inc.
T/A Royal Inn
133 S Delsea Drive
Glassboro, NJ, 08028
Ph. (856)-881-1000
Fax. (856)-881-8313

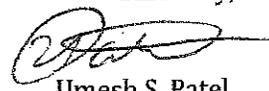
OCT 22 2012

1 Person	\$50.00
2 Person	\$55.00
3 Person	\$60.00
4 Person	\$65.00

Above rates are per day.
Extra Person \$ 5.00 per person per Day.

This property has a refrigerator in all rooms. Microwave, vending machine, and an ice machine, a king size bed, and two double beds are available. Also available in each room are, a telephone, 25 inch cable television, and individual air conditioning, and heat. The office is open 24 hours every day. This property is under surveillance camera at all times. Thank you for your time, an if you have any questions please feel free to contact me on my cell (609)-744-5070.

Sincerely,



Umesh S. Patel.

SIGNATURE PAGE

21

SIGNED Lori Davenport COMPANY Salem County Women's Services

NAME (TYPE) Lori Davenport ADDRESS PO Box 125

TITLE Executive Director

DATE 10/22/2012 CITY Salem STATE NJ

TELE #856-935-8012 ZIP 08079-0125

FAX #856-935-7830 E-MAIL scws1987@comcast.net

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad St. Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate \$55.00 per day/per person

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

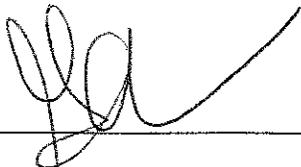
Do you have any exceptions to these specifications?

yes _____ no XX _____

Variations _____

SIGNATURE PAGE

11

SIGNED  COMPANY Volunteers of America Delaware Valley
NAME (TYPE) Gina Adams ADDRESS 235 White Horse Pike
TITLE Chief Operating Officer
DATE 10/31/2012 CITY Collingswood STATE NJ
TELE # (856) 854-4660 ZIP 08107
FAX # (856) 854-0651 E-MAIL dzippy@voadv.org

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Building, 3rd floor, Delaware Street, Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate:

- The Eleanor Corbett House (single women and families) \$50/day
- The Anna M. Sample House(single women and families) \$55/day
- The Aletha Wright Center (single men) \$50/day

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes _____ no X

Variations _____

SIGNATURE PAGE

SIGNED  COMPANY Pracs O PLLC d/b/a The Winslow Inn
NAME (TYPE) Rajeshvari Shah ADDRESS 524 Route 73
TITLE President
DATE 10/25/2012 CITY Winslow STATE NJ
TELE # (215) 630-2080 ZIP 08695
FAX # (609) 561-6678 E-MAIL Rajeshvari@gmail.com

To Board of Chosen Freeholders
Of the County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 S. Broad St. Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

The County has the right to award a contract to more than one bidder to meet the County's demand.

Daily Rate \$ 40 for one person per room

"In no case can payment exceed the maximum rates established by the NJ Department of Human Services Division of Family Development. (per NJAC 10:90-6.7)"

Do you have any exceptions to these specifications?

yes no

Variations In the event that there are two people per room, the rate shall be \$45 per room per day.

F1

RESOLUTION AUTHORIZING AN AMENDMENT TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$5,000.00 WITH BIMBO FOODS FOR FOOD DELIVERIES TO THE GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONAL SERVICES, RESULTING IN A NEW CONTRACT MAXIMUM AMOUNT OF \$29,000.00 FOR 2012

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on February 1, 2012 authorizing the execution of a contract between the County of Gloucester and Bimbo Foods, offices at 75 McDonald Blvd., Ashton Pa 19014 for the provision of Food; and

WHEREAS, the total amount of the original contract from January 1, 2012 through December 31, 2012 was in an amount not to exceed \$24,000.00; and

WHEREAS, additional monies are needed for food deliveries; and

WHEREAS, the amendment shall be for the remainder to the 2012 year in amount not to exceed \$5,000.00. The contract is therefore open ended and does not obligate the County of Gloucester to make any purchase; and therefore no Certificate of Availability of Funds is required at this time; and

WHEREAS, all terms and provisions of the original contract that are not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute an amendment to the contract between the County of Gloucester and Bimbo Foods to increase the contract by an amount not to exceed \$5,000.00 for a total maximum contract amount of \$29,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

F1

**AMENDMENT TO CONTRACT BETWEEN
BIMBO FOODS AND
THE COUNTY OF GLOUCESTER**

THIS is an amendment made effective on the **26th** day of **December, 2012** to an agreement entered into on February 1, 2012 by and between the **Bimbo Foods**, 75 McDonald Blvd. Ashton PA 19014, hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

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

The BIMBO Foods Contract is being amended due to increasing amount of food purchases. The Agreement is amended to increase the contract by an amount not to exceed \$5,000.00 which results in a new maximum contract amount of \$29,000.00.

All other terms and provisions of the contract that are consistent with this Amendment shall remain in full force and effect.

THIS Amendment is effective as of the **26th** day of **December, 2012**.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BIMBO FOODS

(Please Print Name)

G1

**RESOLUTION AUTHORIZING THE ADOPTION OF THE AMENDMENTS
TO THE BY-LAWS OF THE GLOUCESTER COUNTY AGRICULTURE
DEVELOPMENT BOARD**

WHEREAS, the Gloucester County Agriculture Development Board was established by the Board of Chosen Freeholders by resolution number 14878, dated December 1, 1982, and resolution number 15834, dated March 21, 1984, under the authority of N.J.S.A. 4:1C-11, et al.; and

WHEREAS, the Gloucester County Agriculture Development Board has regulatory authority to oversee and administer the Gloucester County Farmland Preservation Program, in addition to hearing County "Right-to-Farm" matters; and

WHEREAS, By-laws of the Gloucester County Agriculture Development Board were previously adopted to govern the activities of the said board; and

WHEREAS, from time-to-time it is necessary and appropriate to make changes in the said board's By-laws by amendment; and

WHEREAS, consistent with the terms and provisions of the existing By-laws, the Gloucester County Agriculture Development Board has recommended that the Board of Chosen Freeholders approve the amended form of By-laws, which are attached to this Resolution; and

WHEREAS, the only amendment proposed to the By-laws is to correct terms of members, so that the By-laws mirror the statutes governing the said board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the amendments to the By-laws of the Gloucester County Agriculture Development Board, as those By-laws are set forth in the attached By-laws, be and are hereby adopted as the By-laws for the said board.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 26, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

By-Laws of the Gloucester County Agriculture Development Board

General Statement:

The Gloucester County Agriculture Development Board was established by the Board of Chosen Freeholders by resolution number 14878, dated December 1, 1982, and resolution number 15834, dated March 21, 1984, under the authority of N.J.S.A. 4:1C-11, et al. These resolutions were enacted after a public referendum question on the November 3, 1981 ballot, asking voters to approve a \$50,000,000.00 Farmland Preservation Bond Act.

Appointment:

The membership of the Board is comprised of ten (10) members, serving four (4) year, and staggered terms. There are seven (7) voting members, four of whom shall be actively engaged in farming, and three of whom shall represent the general public. Additionally, there are three (3) non-voting members, who are made up of a representative of the Gloucester County Planning Board, the Rutgers Cooperative Extension Service and the Local Soil Conservation District. All members are appointed by the Board of Chosen Freeholders. Non-voting members serve as statutory appointments following their initial appointment. A chairman and vice-chairman are elected from among the members, annually.

The Agriculture Development Board has a solicitor, who is appointed by the Board of Chosen Freeholders annually. The Board also has staff person(s) that are employees of the Gloucester County Office of Land Preservation.

Powers and Duties:

The Agriculture Development Board has funding, from the State of New Jersey and the County of Gloucester, for the Farmland Preservation Program, which designates farmland properties throughout Gloucester County, and the Development Easement Purchase Program. The Agriculture Development Board also has the ability to fund soil and water conservation projects on agricultural land, under the authority of the aforementioned State Statute. The Agriculture Development Board also hears County "Right-to-Farm" matters.

By Laws:

ARTICLE 1 - PURPOSE

The Purpose of the By-Laws is to provide rules and regulations governing the operation and administration of the Gloucester County Agriculture Development Board and to define the rights, powers and duties of the Officers and Members of the Board.

ARTICLE II – DEFINITIONS

For the purpose of these By-Laws, certain words and terms used herein are defined as follows:

1. “Board”- Gloucester County Agriculture Development Board.
2. “By-Laws”- The By-Laws of the Gloucester County Agriculture Development Board.
3. “Member(s)” – Member(s) of the Gloucester County Agriculture Development Board.
4. “Chairman” – Chairman of the Gloucester County Agriculture Development Board.
5. “Vice Chairman” – Vice Chairman of the Gloucester County Agriculture Development Board.
6. “Secretary” – Secretary of the Gloucester County Agriculture Development Board.
7. “Solicitor” - Solicitor of the Gloucester County Agriculture Development Board.

ARTICLE III – OFFICE

The Office of the Gloucester County Agriculture Development Board is in the Gloucester County Office Building, 1200 North Delsea Drive, Clayton, NJ, 08312. All records of the Gloucester County Agriculture Development Board shall be open for inspection during regular office hours.

ARTICLE IV – OFFICERS AND STAFF

At the organizational meeting of the Board held in April of each year, the Board shall elect by majority vote, a Chairman, a Vice Chairman. All terms shall be for one year.

- 4.1 The Chairman shall preside at all meetings and public hearings of the Board, decide points of order or procedure and perform the duties required.
- 4.2 The Chairman has the power to administer oaths and direct that testimony be given under oath.
- 4.3 The Chairman shall designate the time to make site inspections and be exofficio member of all committees and subcommittees so appointed. Where required by statute, ordinances or rules to do so, he, along with the Secretary shall sign all documents.
- 4.4 The Vice Chairman, in the absence or disability of the Chairman, shall perform all duties and exercise all the power of the Chairman.
- 4.5 The Secretary shall:

- (a) Serve as the custodian of all documents, finances, books of record, minutes, transcripts, resolutions, and other papers belonging to the Board.
- (b) Maintain a complete file of all applications to the Board.
- (c) Record in a suitable book all proceedings of the Board at regular or special meetings.
- (d) Report to the Board at each regular meeting the correspondence received by the Board.
- (e) Notify all members of all meetings requiring notices.

4.51 Recording Secretary – The Board may hire a recording secretary to transcribe minutes of meetings.

4.6 Staff Coordinator – The Board may hire and appoint a staff Coordinator if an approved budget by the Freeholder Board contains sufficient funds to hire staff. The staff coordinator would perform the following duties:

- (a) Assist in carrying out various technical analyses and report preparation as authorized by the Board.
- (b) Assist Chairman in preparing monthly agenda.
- (c) Coordinate activities with other local and state governmental agencies as required.
- (d) Review and correct, as necessary, the minutes summarized by the recording secretary.
- (e) Be responsible for budget appropriations and day-to-day administration of approved funds.
- (f) Attend meetings on behalf of the Board and promote the policies of the Board as approved.

4.7 The Board shall:

- (a) Develop and adopt, after public hearings, agricultural retention and development programs, which shall have as their principal purpose the long-term encouragement of the agricultural business climate and the preservation of agricultural land in the county.
- (b) Establish the minimal acreage of significant masses of reasonably contiguous land required for the creation of a municipally approved program or other farmland preservation programs.
- (c) Establish minimum standards for the inclusion of land in a municipally approved program or other farmland preservation programs.
- (d) Review and approve, conditionally approve or disapprove petitions for formation of a municipally approved program or other farmland preservation programs and monitor the operation thereof.
- (e) Review and approve, conditionally approve or disapprove, prior to any applications to the State Agricultural Development

Committee any request for financial assistance authorized by the Act.

- (f) Monitor and make appropriate recommendations to the committee and to county and municipal governing bodies and boards with respect to resolutions, ordinances, regulations, and development approvals which would threaten the continued viability of agricultural activities and farmland preservation programs within agricultural development areas.
- (g) At the request of a municipality, require that any person proposing any nonagricultural development in an agricultural development area prepare and submit a statement as to the potential impact the proposed development would have on agricultural activities in the area.

ARTICLE V – MEETINGS

- 5.1 Regular Meetings. Regular meetings of the Board shall be held once each month on a day and time determined by the Board. Regular meetings may be cancelled by the Chairman in accordance of the Open Public Meeting Act.
- 5.2 Special Meetings. Special meetings may be called at any time by the Chairman, or in his absence, the Vice Chairman, or shall be called by the Secretary on the written request of any three Board Members. Forty-eight (48) hours notice must be given each member and the public pursuant to the “Open Public Meetings Act”.
- 5.3 Quorum. Shall consist of four (4) voting members for any regular or special meeting and is required for any decision, determination or official action of the Board. An affirmative vote of a majority of the voting members present is required for any determination of official actions of the Board.
- 5.4 Meeting Notices. The Secretary shall give such notice of Board meetings as is required by law under the Open Public Meetings Act.
- 5.5 Emergency Meetings. Emergency meetings of the Gloucester County Agriculture Development Board may be held without giving notice required by Section 5.2 or if substantial harm to the public interest to result from a delay in the holding of the meeting. The subject matter of such meeting will be limited to discussion of and acting upon such matters of urgency and importance. The minutes of the Gloucester County Agriculture Development Board shall reflect the urgent nature of such meeting and the reasons why the notices required by Section 5.2 were not completed.

- 5.6 Place of Meetings. Meetings of the Board shall be held at the Gloucester County Office Building, Clayton, NJ, or at such other places as shall be determined by the Board.
- 5.7 Attendance. Members are expected to call the Secretary in advance to the monthly whenever they are unable to attend.
- (a) Failure of any member of the Board to attend three consecutive regular meetings shall cause the Board to recommend the member's replacement by the Board of Chosen Freeholders (hereinafter, "The Freeholders" unless such absence is excused by formal action of the Agriculture Development Board.
- (b) Whenever the Board finds it necessary to seed the replacement of a member, it should request nominees for members from the County Board of Agriculture. All public members should be selected by the nominating committee, and forwarded with the agricultural nominees to the Board of Freeholders for consideration.
- 5.8 Public Attendance at Meetings. All meetings of the Board shall be open to the public. Members of the public shall be permitted to ask questions at such times as the Chairman deems appropriate.
- 5.9 Recording of Hearings. All hearings before the Board shall be Recorded verbatim by either stenographer, mechanical or electronic means. The Board shall furnish a transcript to any interested party at his expense upon request.

ARTICLE VI – MEMBERS

- 6.1 Duties. The County Agriculture Development Board shall consist of seven (7) voting members and three (3) non-voting members. The voting members shall be residents of the county, four of whom shall be actively engaged in farming, the majority of whom shall own a portion of land they farm and three of whom shall represent the general public. The three (3) non-voting members shall be as follows: A representative of the Gloucester County Planning Board; a representative of the Gloucester County Soil Conservation District; and a Gloucester County Agricultural Agent. Members of the Board shall be appointed by the Gloucester County Board of Chosen Freeholders in accordance with State Statutes. Non-voting members serve as statutory appointments following their initial appointment. Of the seven members first to be appointed, three shall be appointed for terms of 2 years, two for terms of 3 years, and two for terms of 4 years. Thereafter, all appointments shall be made for terms of 4 years.

ARTICLE VII – PARLIMENTARY PROCEDURE

7.1 Agenda. The agenda of every regular meeting shall be as follows:

- (a) Call to Order.
- (b) Compliance Statement with Open Public Meetings Act.
- (c) Roll Call.
- (d) Approval of Minutes of Previous Meeting.
- (e) Correspondence.
- (f) Old Business.
- (g) New Business.
- (h) Public Questions from Floor.
- (i) Adjournment.

7.2 Conduct of Meetings. All meetings shall be conducted in accordance with Robert's Rules of Order, Revised.

7.3 Voting. When a quorum is present, a majority of the votes cast shall be sufficient for the adoption of any motion except for these matters which require a greater vote:

- (a) Matters which statutorily require a greater vote.
- (b) Decisions involving the expenditure of County monies on the purchase of development easements or on soil and water conservation projects. The Board shall recommend such expenditures to the Board of Chosen Freeholders only upon the approval of at least five voting members.
- (c) Creation of farmland preservation programs, as defined in the New Jersey Agriculture Retention and Development Act. The creation of such programs shall require the approval of at least five voting members.

ARTICLE VIII – APPLICATIONS AND APPEALS

(Reserved)

ARTICLE IX – PROCEDURES ON HEARINGS

9.1 At the time of the hearing, the applicant or appellant may appear in his own behalf or be represented by his counsel, unless it is a corporation, in which case, it must be represented by an attorney.

9.2 All witnesses shall testify under oath.

9.3 The applicant or appellant, or his representative, may make an initial statement outlining the nature of his request prior to introducing evidence.

9.4 Evidence shall be presented in the following order:

- (a) Chairman may give restatement of case if applicant's or appellant's, or his representative's, initial statement needs clarification.

- (b) Applicant or appellant presents evidence.
- (c) Objectors cross-examine applicant's or appellant's witnesses.
- (d) Board examines applicant's or appellant's witnesses.
- (e) Objectors present evidence.
- (f) Applicant or appellant cross-examines objector's witnesses.
- (g) Board examines objector's witnesses.
- (h) Rebuttal by objectors.
- (i) Rebuttal by applicant.
- (j) Evidence by Board, if any.

- 9.5 The Board shall not be bound by the strict rules of evidence, but it may exclude irrelevant, immaterial, incompetent, or unduly argumentative or repetitious testimony or evidence.
- 9.6 An applicant, appellant or objector, or his agent or attorney may submit a list of the persons favoring or opposing the application or appeal. Such list will be accepted as an exhibit if it contains nothing more than a brief statement of the position of the persons favoring or opposing the appeal or application, together with the signatures and addresses of the persons subscribing to such statement.

ARTICLE X – AMENDMENT OR SUSPENSION OF BY-LAWS

- 10.1 Amendment. The By-Laws may be amended upon the affirmative vote of at least five voting members. Proposed amendments to the By-Laws must be presented in writing at a regular or special meeting preceding the meeting at which the vote is taken.
- 10.2 Suspension. These By-Laws shall be subject to suspension only upon the affirmative vote of at least five voting members.

ARTICLE XI – FINANCES

- 11.1 The Board shall expend only such funds as are appropriated by the Board of Chosen Freeholders or as may be donated to it from other sources, but any expenditure for the acquisition of or interest in land shall be first approved by the Board of Chosen Freeholders. Within the limit of funds available to it, the Board may employ staff and contract for professional and consulting services.

Certification

I hereby certify the above to be a true copy
Of the By-Laws adopted by the Gloucester
County Agriculture Development Board at a
Meeting held December 13, 2012

West J. Kandle, Chairman

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**RESOLUTION TO CONTRACT WITH GOLF CART SERVICES, INC.,
FOR THE RENTAL OF SIXTY (63) ELECTRIC POWERED GOLF/UTILITY
CARTS AND FIVE (5) GAS POWERED GOLF/UTILITY CARTS FOR USE AT
THE PITMAN GOLF COURSE AND THE VETERANS MEMORIAL
CEMETERY FROM DECEMBER 19, 2012 TO DECEMBER 18, 2015 IN AN
AMOUNT NOT TO EXCEED \$73,100.00 PER ANNUM**

WHEREAS, the County of Gloucester (hereinafter the "County") has the need for the supply of sixty (60) Electric powered golf cars, three (3) electric powered utility vehicles, two (2) gas powered golf carts and three (3) gas powered utility vehicles for use at the Pitman Golf Course and the Veterans Memorial Cemetery (hereinafter collectively the "Golf Carts"); and

WHEREAS, the County, after due notice and advertisement, received sealed bids, as per Bid PD-012-056, for the three year rental of Golf Carts for use by the County pursuant to N.J.S.A. 40A:11-15; and

WHEREAS, after following proper public bidding procedure, it was determined by the County's Purchasing Department that Golf Cart Services, Inc., of 4296 York Road, New Oxford, PA 17350, was the lowest responsive and responsible bidder to provide the Golf Carts, in an annual amount not to exceed \$73,100.00, as more specifically described in the specifications for Bid PD #012-056; and

WHEREAS, the contract shall be for the purchase of an estimated quantity of products, for a minimum contract amount of Zero and a maximum annual contract amount of \$73,100.00. 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. Continuation of the contract beyond 2013 is contingent upon approval of the 2014 Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders that the Rental of sixty (60) Electric powered golf cars, two(2) gas powered golf carts, three (3) electric powered utility vehicles and three (3) gas powered utility vehicles for use from Golf Cart Services, Inc., of 4293 York Road, New Oxford, PA, in an amount not to exceed \$73,100.00 annually for use by the Pitman Golf Course and Veterans Memorial Cemetery is hereby approved and authorized, per County Bid PD-012-056; and

BE IT FURTHER RESOLVED 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, December 26, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
GOLF CART SERVICES, INC.**

THIS CONTRACT is made effective the ____ day of _____, 2012, by and between **THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **GOLF CART SERVICES, INC.** with offices at 4296 York Road, New Oxford, PA 17350, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the rental of golf carts and utility vehicles for use by the Pitman Golf Course and Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is qualified to provide said goods and 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**. Vendor will provide, through Golf Cart Services, Inc., golf cars and utility vehicles consistent with the specifications, identified as **PD-012-056**, which are incorporated into and made a part of the contract.
2. **COMPENSATION**. This contract shall be for estimated units of service for a minimum amount of zero and an annual maximum contract amount of \$73,100.00, pursuant to the subject to all terms and provisions of the specifications identified as PD-12-056.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. 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 beyond December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

Payments shall be made in accordance with this contract document upon receipt of an invoice and properly executed voucher. 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 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 60 electric powered golf carts, 2 gas powered golf carts, 3 gas powered utility vehicles and 3 electric utility vehicles for use at the Pitman Golf Course and the Veterans Memorial Cemetery, which is identified in the specifications set forth in the Summary of Bids identified as **PD-012-056**, and 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 set forth in the specifications identified as **PD-012-056**, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as **PD-012-056**, 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 any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify 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 and with carriers deemed satisfactory by the 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 CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

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

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

21. **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.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as **PD-012-056**, which are referred to and incorporated herein. Should here occur a conflict between the provisions of this Contract document and the specifications identified as **PD-012-056**, 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:

GOLF CART SERVICES, INC.

(Please Print Name)

PD 012-056		Bid Opening 12/05/2012 10:00am	
SPECIFICATIONS FOR THE RENTAL OF GOLF CARS AND UTILITY VEHICLES			
VENDOR:		VENDOR:	
Golf Cart Services		Golf Car Specialties LLC	
4296 York Rd.		136 Washington St.	
New Oxford PA 17350		Gloucester City, NJ 08030	
Chris Grasmick Dir.		John T. Myers	
717 752-0135		856 742-8725	
717 624-7661 Fax		856 742-1011 FAX	
ITEM	DESCRIPTION	Price Per Year **	Price Per Year **
1	Rental of gas car with new canopy top 2 each	\$1,075.00	\$955.00
2	Rental of electric car with new canopy top 60 each	\$1,075.00	\$1,140.00
3	Rental of gas maintenance utility vehicle 3 each	\$1,075.00	\$1,750.00
4	Rental of electric maintenance utility vehicle 3 each	\$1,075.00	\$2,160.00
1	Fold Down Windshield	Included	\$23.00
2	Sand/seed bottles with holders	Included	\$8.50
3	Information Holder	Included	\$5.30
4	Tow Bar	Included	Not Available
5	Additional Gas Cars	\$55.00 Per Car/Day	\$48.00 Per Car/Day
6	Additional golf car keys	\$1.00	\$1.25
ALTERNATE BID ITEMS			
1	2013 Driving Range Picker Vehicle including safety cage and front end attachment.	\$2,508.00	\$2,325.00
2	2013 Single Rider Mobility Impaired Car	\$2,550.00	\$3,575.00
Variations: (if any)		NONE	Gas Cars \$945.00
			Everything Included
			Mobility Impaired Car
			2010 Refurbished
			Free if leases gas cars
			\$500.00 per year for electric
Will you extend your prices to local government entities within the County		YES	YES
THIS IS A THREE YEAR CONTRACT WITH 0 EXTENSIONS			
Bid specifications sent to:		Prime Vendor	Vehicle Leasing Associates Golf Cars Inc.
Based upon the bids received, I recommend Golf Cart Services be awarded the contract as the lowest responsive, responsible bidder for Electric Cars			
			Sincerely,
			Robert J. McErlane
			Assistant Purchasing Agent

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SIGNATURE PAGE

SIGNED: John T. Myers COMPANY: GOLF CAR SPECIALTIES
NAME: JOHN T. MYERS ADDRESS: 136 WASHINGTON ST.
(PRINTED OR TYPED) GLOUCESTER CITY, NJ 07030
TITLE: PRESIDENT TELE #: 856-742-8725
DATE: 11/26/12 FAX #: 856-742-1011

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 ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON NOVEMBER 15, 2012 AT 10:00am. PREVAILING TIME IN THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING 2 S. BROAD ST. WOODBURY, NJ 08096

THE UNDERSIGNED FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES STATED BELOW:

BASE BID:

ITEM DESCRIPTION	QUANTITY	ANNUAL PRICE PER VEHICLE*		
		1ST YEAR	2ND YEAR	3RD YEAR
1. RENTAL OF GAS CAR WITH NEW CANOPY TOP	2 EA	\$ <u>955</u>	\$ <u>955</u>	\$ <u>955</u>
2. RENTAL ELECTRIC CAR WITH NEW CANOPY TOP	60 EA	\$ <u>1140</u>	\$ <u>1140</u>	\$ <u>1140</u>
3. RENTAL OF GAS MAINTENANCE UTILITY VEHICLE	3 EA	\$ <u>1750</u>	\$ <u>1750</u>	\$ <u>1750</u>
4. RENTAL OF ELECTRIC MAINTENANCE UTILITY VEHICLE	3 EA	\$ <u>2160</u>	\$ <u>2160</u>	\$ <u>2160</u>

* ANNUAL PRICE MUST INCLUDE MAINTENANCE COST.

OPTIONAL BID ITEMS:

GOLF CARS:

ANNUAL PRICE PER VEHICLE

1. FOLD DOWN WINDSHIELD

\$ 23

It should be noted that up to ten (10) broken or cracked windshields per year must be repaired or replaced at the contractor's expense within a reasonable amount of time. Such time will be defined as ten (10) business days from notice.

2. SAND/SEED BOTTLES W/ HOLDERS

\$ 8.50

It should be noted that broken or cracked sand/seed bottles and holders must be repaired or replaced at the contractor's expense within a reasonable amount of time. Such time will be defined as ten (10) business days from notice.

3. INFORMATION HOLDER

\$ 5.30

It should be noted that up to fifteen (15) broken or cracked information holders must be repaired or replaced at the contractor's expense within a reasonable amount of time. Such time will be defined as ten (10) business days from notice.

4. TOW BAR (total of one)

\$ Not Available

It should be noted that the Pitman Golf Course is requesting a total of one (1) tow bar which will be used by the staff in the event a cart needs to be towed in from the course.

5. ADDITIONAL GAS CARS

\$ 48/CAR/Day

These cars would be scheduled accordingly and would used for special events such as golf outings or other county functions where the transportation of people is needed. These cars could be used on or off golf course property depending on the event. All prices shall be FOB destination and shall include all charges that may be imposed in fulfilling the terms. Prices shall remain firm for the duration of the contract unless otherwise stipulated.

6. ADDITIONAL GOLF CAR KEYS

\$ 1.25 PER KEY

Note...The first 100 keys are free.

ALTERNATE BID ITEMS: (SEE ALTERNATIVE BIDS LISTED ON COVER SHEET)

(1) (1) 2013 Driving Range Picker Vehicle including safety cage and front end attachment.

ANNUAL PRICE PER VEHICLE*

1ST YEAR 2ND YEAR 3RD YEAR

\$2325 \$2325 \$2325

(2) 2013 Single Rider Mobility Impaired Car

ANNUAL PRICE PER VEHICLE*

1ST YEAR 2ND YEAR 3RD YEAR

\$3575 \$ 3575 \$ 3575

* ANNUAL PRICE MUST INCLUDE MAINTENANCE COST.

NOTE: BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

INSURANCE WILL BE PROVIDED BY: GOLF CAR SPECIALTIES

VARIATIONS (IF ANY):

GOLF CAR SPECIALTIES

126 Industrial Pkwy., Pottstown, PA 19464/Office: 610-495-8080 OR Fax 610-495-8088
136 Washington St., Gloucester City, NJ 08030/Office: 856-742-8725 OR Fax 856-742-1011

TO: BOARD OF CHOSEN FREEHOLDERS - THE COUNTY OF GLOUCESTER

FROM: JOHN T. MYERS – PRESIDENT OF GOLF CAR SPECIALTIES, LLC 

DATE: DECEMBER 5, 2012

REF: BID PD 12-056 RENTAL OF GOLF CARS & UTILITY VEHICLES

SUBJECT: BID INCLUSIONS AND CLARIFICATIONS

- 1) The County of Gloucester agrees to execute lease documents through Yamaha Commercial Customer Finance for financing purposes only. Included are sample documents for your review. Lease documents – once received – may be modified to fit the needs of the County provided the intent of the contract remains the same.
- 2) Color of the fleet golf cars must be glacier white, emerald green, garnet red.
- 3) Living Wage Statement – All employees of Golf Car Specialties, LLC exceed the State of New Jersey minimum wage and health insurance requirement as specified in the bid.
- 4) We have included a copy of the following:
 - Certificate of Employee Information Report
 - State of New Jersey Business Registration Certificate
- 5) ALTERNATE BIDS AVAILABLE TO THE COUNTY
 - a) **All Gasoline Golf Cars** – if the County agrees to enter into a new lease for 62 new 2013 gasoline golf cars, **the annual rate per car will be \$945.00**. The rate will include split windshield, sand & seed bottles (2 per car) and a message holder at **NO ADDITIONAL CHARGE** and included in the above rate of **\$945.00 per car per year**.
SAVINGS: \$36.80 per car in free accessories. \$195 per car less than electric car quoted.
 - b) **Single Rider Mobility Impaired Car** – if the County agrees, Golf Car Specialties will provide a completely refurbished (2010) model Solorider Mobility Impaired Car under one of two options: **Option 1** – if the County agrees to enter into a new lease for all gasoline golf cars, Golf Car Specialties will provide the refurbished Mobility Impaired car at **NO CHARGE** during the term of the contract. **Option 2** – if the County enters into a lease for new electric vehicles (per the specifications), Golf Car Specialties will provide the refurbished Mobility Impaired car for **\$500 per year including service**.

GD

SIGNATURE PAGE

SIGNED: Chris Frazon COMPANY: GOLF CART SERVICES / E260
NAME: CHRIS FRAZON ADDRESS: 4296 YORK ROAD
(PRINTED OR TYPED) NEW OXFORD MA 17350
TITLE: Director of West Sales TELE #: 717-~~752~~-0135
DATE: 1/13/12 FAX #: 717-624-7661

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 ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON DECEMBER 5, 2012 AT 10:00am. PREVAILING TIME IN THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING P. S. BROAD ST. WOODBURY, NJ 08096. THE UNDERSIGNED FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES STATED BELOW:

ITEM	DESCRIPTION	QUANTITY	ANNUAL PRICE PER VEHICLE*		
			1ST YEAR	2ND YEAR	3RD YEAR
1.	RENTAL OF GAS CAR WITH NEW CANOPY TOP	2 EA	\$ 1,075	\$ 1,075	\$ 1,075
2.	RENTAL ELECTRIC CAR WITH NEW CANOPY TOP	60 EA	\$ 1,075	\$ 1,075	\$ 1,075
3.	RENTAL OF GAS MAINTENANCE UTILITY VEHICLE	3 EA	\$ 1,075	\$ 1,075	\$ 1,075
4.	RENTAL OF ELECTRIC MAINTENANCE UTILITY VEHICLE	3 EA	\$ 1,075	\$ 1,075	\$ 1,075

* ANNUAL PRICE MUST INCLUDE MAINTENANCE COST.

OPTIONAL BID ITEMS:

GOLF CARS: ANNUAL PRICE PER VEHICLE

- FOLD DOWN WINDSHIELD** \$ FREE
It should be noted that up to ten (10) broken or cracked windshields per year must be repaired or replaced at the contractor's expense within a reasonable amount of time. Such time will be defined as ten (10) business days from notice.
- SAND/SEED BOTTLES W/HOLDERS** \$ FREE (2 PAID)
It should be noted that broken or cracked sand/seed bottles and holders must be repaired or replaced at the contractor's expense within a reasonable amount of time. Such time will be defined as ten (10) business days from notice.
- INFORMATION HOLDER** \$ free
It should be noted that up to fifteen (15) broken or cracked information holders must be repaired or replaced at the contractor's expense within a reasonable amount of time. Such time will be defined as ten (10) business days from notice.

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**RESOLUTION AUTHORIZING A MODIFICATION OF THE
PITMAN GOLF COURSE FEE SCHEDULE**

WHEREAS, Gloucester County's Pitman Golf Course maintains a schedule of fees to be charged for play at the golf course; and

WHEREAS, from time to time it is necessary and appropriate to modify the fee schedule in order to reflect changes in operational costs and maintain a competitive place in the market; and

WHEREAS, the Golf Course Manager and the Pitman Golf Course Advisory Committee met and recommend that the Pitman Golf Course 2013 fee schedule be modified, consistent with the attached schedule of changes; and

WHEREAS, the changes recommended are necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the schedule of fees for the Pitman Golf Course be modified, consistent with the attached schedule of 2013 fees.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 26, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

Pitman Golf Course

2012 Regular In-Season Fee Schedule

www.gloucestercountynj.gov/golf gcgolf@co.gloucester.nj.us

In-Season Fee Schedule Valid 4/01/12 through 10/31/12

<u>Weekday Green Fee Rates</u>	<u>Regular/Ride</u>	<u>Mid Day/Ride</u>	<u>Twilight/Ride</u>
County Resident w/ Golf ID Discount Card	\$24 / \$39	\$21 / \$33	\$18 / \$30
New Players Pass Discount Program	\$29 / \$44	\$25 / \$37	\$21 / \$33
Standard Green Fee	\$33 / \$48	\$28 / \$40	\$24 / \$36
Senior County Resident w/ Golf ID Card	\$18 / \$30	\$16 / \$28	\$16 / \$28
New Senior Players Pass Discount Program	\$23 / \$35	\$21 / \$33	\$21 / \$33
Standard Senior Green Fee	\$27 / \$39	\$24 / \$36	\$24 / \$36
Junior Resident (after 1:00 pm) w/ Golf ID Card		\$15.00	\$13.00
Standard Junior Green Fee (after 1:00 pm)		\$20.00	\$17.00
* Special 9~Hole Green Fee	\$18 / \$28	\$15 / \$25	\$13 / \$23

<u>Weekend Green Fee Rates</u>			
County Resident w/ Golf ID Discount Card	\$29 / \$44	\$25 / \$37	\$20 / \$32
New Players Pass Discount Program	\$35 / \$50	\$30 / \$42	\$24 / \$36
Standard Green Fee	\$39 / \$54	\$33 / \$45	\$27 / \$39
Senior County Resident w/ Golf ID Card	\$26 / \$38	\$20 / \$32	\$20 / \$32
New Senior Players Pass Discount Program	\$31 / \$43	\$24 / \$36	\$24 / \$36
Standard Senior Green Fee	\$35 / \$47	\$27 / \$39	\$27 / \$39
Junior Resident (after 1:00 pm) w/ Golf ID Card		\$18.00	\$14.00
Standard Junior Green Fee (after 1:00 pm)		\$23.00	\$19.00
* Special 9~Hole Green Fee	\$21 / \$31	\$18 / \$28	\$15 / \$25

Cart Rental Rates (per person)

18 Hole Power Cart	\$15.00
Special Senior 18 Hole Power Cart	\$12.00
Mid~Day/Twilight Power Cart	\$12.00
Special 9~Hole Power Cart (w/ 9 Hole Green Fee)	\$10.00
Hand Cart (Push Cart Style)	\$4.00

Season Pass Rates (seniors age 60 and over only) Available on 1/01

Senior Resident, single weekdays only (valid through 12/31)	\$800.00
Senior Non Resident, single weekdays only (valid through 12/31)	\$1,200.00

Pitman Golf Course Discount Golf ID Cards - Available 1/01

Resident - Purchase New or Annual Renewal (valid through 12/31)	\$30.00
New Players Pass (valid through 12/31)	\$30.00

Miscellaneous Fees

Driving Range, Small Bucket	\$5.00
Driving Range, Large Bucket	\$7.00
Driving Range, X-Large Bucket	\$10.00
Handicap Service (valid through current USGA season)	\$30.00
Club Rental (includes clubs and bag)	\$20.00
Yearly Locker Rental (daily rental available upon request \$2 p/day)	\$25.00

Off Season Pricing Available (Dec. 1st through Feb. 28th)

Age 60 qualifies for Senior rates

Golf ID Card must be purchased and presented for reduced rates

Mid Day and Twilight Times vary through season (current times posted in pro-shop)

Visa & MasterCard Accepted

Pitman Golf Course

2013 Regular In-Season Fee Schedule

www.gloucestercountynj.gov/golf gcgolf@co.gloucester.nj.us

In-Season Fee Schedule Valid 4/01/12 through 10/31/12

<u>Weekday Green Fee Rates</u>	<u>Regular/Ride</u>	<u>Mid Day/Ride</u>	<u>Twilight/Ride</u>
County Resident w/ <i>Golf ID Discount Card</i>	\$25 / \$40	\$22 / \$34	\$19 / \$31
New Players Pass Discount Program	\$30 / \$45	\$26 / \$38	\$22 / \$34
Standard Green Fee	\$34 / \$49	\$29 / \$41	\$25 / \$37
Senior County Resident w/ <i>Golf ID Card</i>	\$19 / \$31	\$17 / \$29	\$17 / \$29
New Senior Players Pass Discount Program	\$24 / \$36	\$22 / \$34	\$22 / \$34
Standard Senior Green Fee	\$28 / \$40	\$25 / \$37	\$25 / \$37
Junior Resident (after 12:00 pm) w/ <i>Golf ID Card</i>		\$15.00	\$13.00
Standard Junior Green Fee (after 12:00 pm)		\$20.00	\$17.00
* Special 9~Hole Green Fee	\$19 / \$29	\$16 / \$26	\$14 / \$24

<u>Weekend Green Fee Rates</u>			
County Resident w/ <i>Golf ID Discount Card</i>	\$30 / \$45	\$26 / \$38	\$21 / \$33
New Players Pass Discount Program	\$36 / \$51	\$31 / \$43	\$25 / \$37
Standard Green Fee	\$40 / \$55	\$34 / \$46	\$28 / \$40
Senior County Resident w/ <i>Golf ID Card</i>	\$27 / \$39	\$21 / \$33	\$21 / \$33
New Senior Players Pass Discount Program	\$32 / \$44	\$25 / \$37	\$25 / \$37
Standard Senior Green Fee	\$36 / \$48	\$28 / \$40	\$28 / \$40
Junior Resident (after 12:00 pm) w/ <i>Golf ID Card</i>		\$18.00	\$14.00
Standard Junior Green Fee (after 12:00 pm)		\$23.00	\$19.00
* Special 9~Hole Green Fee	\$22 / \$32	\$18 / \$28	\$16 / \$26

Cart Rental Rates (per person)

18 Hole Power Cart	\$16.00
Special Senior 18 Hole Power Cart	\$13.00
Mid~Day/Twilight Power Cart	\$13.00
Special 9~Hole Power Cart (w/ 9 Hole Green Fee)	\$11.00
Hand Cart (Push Cart Style)	\$4.00

Season Pass Rates (seniors age 60 and over only) Available on 1/01

Senior Resident, single weekdays only (valid through 12/31)	\$850.00
Senior Non Resident, single weekdays only (valid through 12/31)	\$1,200.00

Pitman Golf Course Discount Golf ID Cards - Available 1/01

Resident - Purchase New or Annual Renewal (valid through 12/31)	\$35.00
New Players Pass (valid through 12/31)	\$35.00

Miscellaneous Fees

Driving Range, Small Bucket	\$5.00
Driving Range, Large Bucket	\$7.00
Driving Range, X-Large Bucket	\$10.00
Handicap Service (valid through current USGA season)	\$30.00
Club Rental (includes clubs and bag)	\$20.00
Yearly Locker Rental (daily rental available upon request \$2 p/day)	\$25.00

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