

MINUTES

7:30 p.m. Wednesday, December 19, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Approval of the regular minutes from December 5, 2012.

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

Comments: N/A

47125 Proclamation in Recognition of GC 4-H Equestrian Team - 2012 Overall Grand Champion in the Games Division and Overall Reserve Champions in the Dressage, English and Western Divisions (to be presented) (Taliaferro).

47126 Proclamation to Honor Joshua Baron. Joshua distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America (previously presented) (Chila).

47127 Proclamation to Honor and Recognize Eileen Abbott for her professional and personal dedication to the Washington Township Board of Education (previously presented) (Barnes).

PUBLIC HEARING

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY RATIFYING AND APPROVING THE EXTENSION OF THE PREVIOUSLY APPROVED GUARANTY OF THE COUNTY TO INCLUDE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2013 IN THE AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED \$29,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE REFUNDING OF UP TO ALL OF THE CALLABLE MATURITIES OF THE AUTHORITY'S OUTSTANDING COUNTY GUARANTEED LEASE REVENUE BONDS, SERIES A OF 2005, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

ADOPT

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

Comments: N/A

PUBLIC HEARING

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF A TENTH AMENDMENT TO LEASE PURCHASE AGREEMENT, TENTH AMENDMENT TO GROUND LEASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2013, AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING.

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

ADOPT

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

Comments: N/A

PUBLIC HEARING

REGARDING PROPOSED AMENDMENTS TO GLOUCESTER COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN.

47128 RESOLUTION APPROVING AMENDMENTS TO THE GLOUCESTER COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN TO INCLUDE TLJ RECYCLING AND CONTAINER SERVICES, LLC, LOCATED AT LOT 6, BLOCK 392, IN THE TOWNSHIP OF DEPTFORD, AS A CLASS "A" RECYCLING FACILITY.

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

ADOPT

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA

47129 RESOLUTION AUTHORIZING PARTICIPATION IN THE GLOUCESTER COUNTY INSURANCE COMMISSION.

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

Comments: N/A

47130 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

1. Disaster Liaison Grant - \$1,900.00.
2. Area Plan Grant - \$35,000.00.
3. Electronic Crimes Task Force Grant - \$6,000.00.
4. GC DUI Sobriety Checkpoint and Saturation Patrol Program - \$24,000.00.
5. Comprehensive Traffic Safety Program - \$47,450.00.

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

Comments: N/A

47131 RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.

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

Comments: N/A

47132 RESOLUTION CANCELLING UNSPENT CAPITAL FUNDS.

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

Comments: N/A

47133 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF DECEMBER 2012. (as amended)

	Motion	Second	Yes	No	Abstain
Nestore			X		12-09242 12-09839 12-10069
Wallace			X	Pg. 135-136	12-10829 12-03040 12-03041
Chila	X		X		
Simmons		X	X		
Barnes			X		12-10278
Taliaferro			X		
Damminger			X		

Comments: N/A

47134 RESOLUTION AUTHORIZING THE REIMBURSEMENT TO THE CITY OF WOODBURY IN THE AMOUNT OF \$8,896.00 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION.

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

Comments: N/A

47135 RESOLUTION AUTHORIZING CONVEYANCE BY THE COUNTY TO THE BOARD OF TRUSTEES OF GLOUCESTER COUNTY COLLEGE OF CERTAIN REAL PROPERTY CURRENTLY OWNED BY THE COUNTY NO LONGER NEEDED FOR ANY PUBLIC PURPOSE IN THE TOWNSHIP OF DEPTFORD, WHICH IS DESIGNATED AND KNOWN AS TAX BLOCK 417, LOT 16, AND IN THE TOWNSHIP OF MANTUA, WHICH IS DESIGNATED AND KNOWN AS TAX BLOCK 198, LOT 6 FOR \$2,100,000.00.

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

Comments: N/A

47136 RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 4, 2013 AT 6:00 P.M., IN THE CEREMONIAL COURTROOM.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

47137 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT INCREASING THE TOTAL CONTRACT AMOUNT BY \$20,000.00 FOR PY'2012.

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

Comments: N/A

47138 RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE, TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$20,000.00 FOR A TOTAL CONTRACT AMOUNT OF \$56,000.00.

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

Comments: N/A

47139 RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED: BERKLEY SQUARE MIXED USE DEVELOPMENT, BLOCK 304, LOT 13; BLOCK 401, LOTS 2.02 AND 2.03, EAST GREENWICH TOWNSHIP, GLOUCESTER COUNTY UTILITIES AUTHORITY WASTEWATER MANAGEMENT PLAN (WMP), PROPOSED AMENDMENT TO THE TRI-COUNTY WATER QUALITY MANAGEMENT PLAN (WQMP).

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

Comments: N/A

47140 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #01-FINAL WITH L.C. EQUIPMENT, INC. IN THE AMOUNT OF -\$137.50 REGARDING ENGINEERING PROJECT #10-02SA.

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

Comments: N/A

47141 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #03-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF -\$66,746.92 REGARDING ENGINEERING PROJECT #09-10FA.

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

Comments: N/A

47142 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #02-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF -\$30,753.96 REGARDING ENGINEERING PROJECT #08-12FA.

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

Comments: N/A

47143 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ADAMS REHMANN & HEGGAN ASSOCIATES, INC. IN THE AMOUNT OF \$155,280.00, PER RFP-12-054, FOR ENGINEERING PROJECT #08-04SA.

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

Comments: N/A

47144 RESOLUTION AUTHORIZING THE TRANSFER OF THE COUNTY'S OWNERSHIP INTEREST IN PROPERTY KNOWN AS A PORTION OF BLOCK 64, LOT 5, TOWNSHIP OF HARRISON, PREVIOUSLY PURCHASED FOR CONSTRUCTION OF THE MULLICA HILL BY-PASS ROAD WIDENING AND HISTORIC PRESERVATION PURPOSES.

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

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

47145 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2013 4WD FORD ESCAPE FROM HERTRICH FLEET SERVICES, INC., TO BE USED BY THE HEALTH DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$23,093.00.

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

Comments: N/A

47146 RESOLUTION AUTHORIZING A CONTRACT MODIFICATION WITH THE STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES TO THE 2012 PERSONAL ASSISTANCE SERVICES PROGRAM GRANT TO REFLECT A CHANGE IN THE REIMBURSABLE CEILING FROM \$435,000.00 TO \$280,937.50 IN ACCORDANCE WITH NEW "CASH MODEL" REGULATIONS.

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

Comments: N/A

47147 RESOLUTION AUTHORIZING THE ACCEPTANCE OF \$1,900.00 AWARDED FROM MENTAL HEALTH ASSOCIATION IN NEW JERSEY, INC., AS A DISASTER LIAISON GRANT FOR THE PURPOSE OF MAINTAINING AND CREDENTIALING A VOLUNTEER WORKFORCE FOR EDUCATIONAL, TRAINING AND DISASTER EXERCISE OPPORTUNITIES FOR DISASTER RESPONSE CRISIS COUNSELORS.

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

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

47148 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL DIVISION OF EMS/DISASTER MEDICINE, FOR THE PROVISION OF PROFESSIONAL SERVICES AS MEDICAL DIRECTOR FOR THE GLOUCESTER COUNTY REGIONAL EMS PROGRAM, IN AN AMOUNT NOT TO EXCEED \$35,000.00 FROM DECEMBER 22, 2012 TO DECEMBER 21, 2013.

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

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

47149 RESOLUTION AUTHORIZING APPLICATION FOR THE "FY2013 HUMAN SERVICES PLANNING GRANT" TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES DIVISION OF YOUTH AND FAMILY SERVICES, FOR AN AMOUNT NOT TO EXCEED \$112,146.00, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

47150 RESOLUTION AUTHORIZING APPLICATION FOR THE FY2013 SOCIAL SERVICES HOMELESS GRANT TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, FOR AN AMOUNT NOT TO EXCEED \$287,766.00, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

47151 RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT APPLICATION BY AND BETWEEN THE COUNTY AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013 FOR TITLE XX GRANT FUNDS IN THE TOTAL AMOUNT OF \$66,117.00.

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

Comments: N/A

47152 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE COUNTY AND NJ TRANSIT TO CLOSE-OUT PREVIOUS TRANSPORTATION GRANT AGREEMENT UNDER THE FY'2011 RURAL TRANSPORTATION GRANT WITH A \$0.00 REMAINING BALANCE.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47153 RESOLUTION RATIFYING THE GLOUCESTER COUNTY PROSECUTOR'S CONTINUATION OF A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES SECRET SERVICE FOR THE FUNDING OF THE ELECTRONIC CRIMES TASK FORCE IN THE COUNTY.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47154 RESOLUTION AMENDING THE COUNTY PARKS AND RECREATION RULES AND REGULATIONS UNDER ADMINISTRATIVE CODE SECTIONS PRK-4 AND PRK-6; ADOPTING THE PARKS AND RECREATION AND PITMAN GOLF COURSE ADVERTISING POLICIES AS SECTIONS PRK-8 AND GLF-8 RESPECTIVELY; AND AUTHORIZING THE SALE OF SPECIFIED ADVERTISING CONCESSIONS PURSUANT TO PRK-8 AND GLF-8.

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

Comments: N/A

Old Business

New Business – Freeholder Wallace said he was concerned about concerns regarding the Paulsboro issue and volunteered to be on committee the Joe Chila announced. He said he would like to find out what happened. Freeholder Damminger said that the investigation will be open and transparent.

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

OPEN

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

Comments: N/A

CLOSE

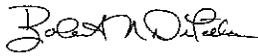
	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:14 PM

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

Comments: N/A



ROBERT N. DILELLA, CLERK

MINUTES

12:00 Noon Wednesday, December 26, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

47155 Proclamation to Honor and Welcome home **Lance Corporal Samuel Lillie** from his deployment in Afghanistan on Saturday, December 15, 2012. (previously presented) (Chila)

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

47156 RESOLUTION AUTHORIZING 2012 BUDGET TRANSFERS WITHIN THE COUNTY OF GLOUCESTER.

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

Comments: Freeholder Wallace had a question about the EMS line item.

47157 RESOLUTION ACKNOWLEDGING SETTLEMENT OF THE UNDER INSURED MOTORIST CLAIM IN THE MATTER OF EDWARD REIGER V. TRAVELERS.

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

Comments: N/A

47158 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY FOR THE PROVISION OF VARIOUS SERVICES.

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

Comments: N/A

47159 RESOLUTION SUPPORTING SUSTAINABLE STATE FUNDING FOR PRESERVATION AND STEWARDSHIP OF OPEN SPACE, PARKS, FARMLAND AND HISTORIC SITES IN NEW JERSEY.

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

Comments: N/A

47160 RESOLUTION APPOINTING A NEW JERSEY COUNTY EXCESS JOINT INSURANCE FUND COMMISSIONER AND ALTERNATE NEW JERSEY COUNTY EXCESS JOINT INSURANCE FUND COMMISSIONER.

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

Comments: N/A

47161 RESOLUTION APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE GLOUCESTER COUNTY INSURANCE COMMISSION (GCIC).

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER BARNES

47162 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.

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

Comments: N/A

47163 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.

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

Comments: N/A

47164 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH DIEHL ELECTRIC IN THE AMOUNT OF -\$59,179.09 REGARDING ENGINEERING PROJECT #09-03FA.

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

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

47165 RESOLUTION AUTHORIZING AND CONFIRMING THE ESTABLISHMENT OF A FEE SCHEDULE FOR THE DEPARTMENT OF SENIOR SERVICES.

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

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

47166 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.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47167 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.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47168 RESOLUTION AUTHORIZING THE ADOPTION OF THE AMENDMENTS TO THE BY-LAWS OF THE GLOUCESTER COUNTY AGRICULTURE DEVELOPMENT BOARD.

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

Comments: N/A

47169 RESOLUTION TO CONTRACT WITH GOLF CART SERVICES, INC., FOR THE RENTAL OF SIXTY THREE (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.

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

Comments: N/A

47170 RESOLUTION AUTHORIZING MODIFICATIONS OF THE GLOUCESTER COUNTY PITMAN GOLF COURSE FEE SCHEDULE.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: John Schmidt (Washington Twp. Hazmat) asked about the train derailment issue and the testing of the equipment. Director Damminger said we will know all the details once the investigation is complete.

CLOSE

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

Comments: N/A

Adjournment 12:25 PM

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

Comments: N/A

MINUTES

**327th ANNUAL REORGANIZATION MEETING
FRIDAY, JANUARY 4, 2013**

Call to order at 6:00 p.m. by Robert N. DiLella, Clerk of the Board of Chosen Freeholders. Resolution setting date, time and place for Annual Reorganization meeting is read.

Invocation by Reverend Dr. A. B. Frazier.

Presentation of the Colors by Semper Fidelis Detachment of the Marine Corps League.

Pledge of Allegiance, led by the Clerk of the Board.

National Anthem, sung by Michael Jones

Clerk of the Board, Robert N. DiLella, reads a letter certifying the election of Robert M. Damming and Giuseppe Chila to the Board of Chosen Freeholders of the County of Gloucester.

Introduction, by the Clerk of the Board, of newly re-elected Freeholder Robert M. Damming escorted by his wife, Debbie, and their daughter, Kimberly who will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President for the swearing-in ceremony of Freeholder-elect Damming.

Swearing-in of Freeholder-elect Damming.

Introduction, by the Clerk of the Board, of newly re-elected Freeholder Giuseppe Chila escorted by his wife, Peg, and their sons Domenic and Michael, who will also hold the Bible.

Introduction of the Honorable Donald Norcross, New Jersey State Senator for the swearing-in ceremony of Freeholder-elect Chila.

Swearing-in of Freeholder-elect Chila.

Introduction, by the Clerk of the Board, of newly re-elected Sheriff Carmel Morina, escorted by Gina Morina, his wife, Mary Morina, his mother, Nicole Brennan, Melissa Jordan, CJ Morina, Natale Morina, Maria Elena Morina, Gia Morina and Santino Morina, his children. His wife, Gina Morina will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President for the swearing-in ceremony of Sheriff-elect Morina.

Swearing-in of Sheriff-elect Morina.

Introduction, by the Clerk of the Board of newly re-elected Clerk James N. Hogan, escorted by Dorothy, his wife who will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President for the swearing-in ceremony of Clerk-elect Hogan.

Swearing-in of Clerk Hogan.

Introduction, by the Clerk of the Board of newly re-elected Surrogate Helene M. Reed, escorted by her children, James Reed, Eileen Scott, Mary Genovese and her grandson George Scott, who will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President for the swearing-in ceremony of Surrogate-elect Reed.

Swearing-in of Surrogate Reed.

ROLL CALL OF THE 2013 BOARD OF FREEHOLDERS

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

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

Nomination, election and swearing-in of Director of the Board of Chosen Freeholders for the year 2013. Swearing-in of the Freeholder Director, the oath of office to be administered by Stephen M. Sweeney, New Jersey State Senate President.

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

Comments: N/A

Nomination of Deputy Director of the Board of Chosen Freeholders for the year 2013. Swearing-in of the Deputy Director, the oath of office to be administered by Stephen M. Sweeney, New Jersey State Senate President.

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

Comments: N/A

Annual Address by the Director of the Board of Chosen Freeholders.

Introduction of Honored Guests.

Comments by Freeholders.

NON-CEREMONIAL RESOLUTIONS

47178 A RESOLUTION adopting the Rules of the Board of Chosen Freeholders of the County of Gloucester for the year 2013.

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

Comments: N/A

47179 A RESOLUTION adopting Freeholder assignments for the Board of Chosen Freeholders of the County of Gloucester for the year 2013.

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

Comments: N/A

47180 A RESOLUTION authorizing and approving a temporary budget for the year 2013. This resolution is mandated by N.J.S.A. 40A:4-19 to fund the first quarter of 2013 until the 2013 County Budget is adopted.

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

Comments: N/A

47181 A RESOLUTION approving emergency temporary appropriations. This is authorized by N.J.S.A. 40A:4-20. This resolution is needed to fund programs in the first quarter of 2013 in excess of the normal 25% limit. Most of the costs involved are grants for which we receive 100% authorization in the beginning of the year and it is impractical to only approve a portion of the grant. This is a normal yearly occurrence.

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

Comments: N/A

47182 A RESOLUTION adopting a schedule of regular meetings of the Board of Chosen Freeholders for the year 2013. This is to comply with the notice provisions set forth in N.J.S.A. 10:4-9(a).

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

Comments: N/A

47183 A RESOLUTION fixing a fee to be paid by members of the public for receiving personal notice of meetings pursuant to the Open Public Meetings Act. Any person may request that a public body mail to him copies of any regular meeting schedule upon prepayment by such person of a reasonable sum, if any has been fixed by resolution of the public body to cover the costs of providing such notice.

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

Comments: N/A

47184 A RESOLUTION authorizing Cash Management Plan for the County of Gloucester pursuant to N.J.S.A. 40A:5-14, et seq. N.J.S.A. 40:5-14 requires every local unit to adopt a cash management plan by majority vote annually. The Chief financial Officer of the unit is charged with administering the plan

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

Comments: N/A

47185 A RESOLUTION authorizing a contract with Nick L. Petroni, CPA, RMA, T/A Petroni & Associates, for professional accounting services from July 1, 2013 to June 30, 2014, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$115,000.

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

Comments: N/A

47186 A RESOLUTION authorizing a contract with Parker McCay, P.A., for professional bond counsel legal services and other legal services of a specialized nature from January 1, 2013 to December 31, 2013, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$200,000.

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

Comments: N/A

47187 A RESOLUTION authorizing a contract with Brown & Connery, LLP, for professional labor attorney legal services and other legal services of a specialized nature from January 1, 2013 to December 31, 2013, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$160,000.

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

Comments: N/A

47188 A RESOLUTION authorizing a contract with Phoenix Advisors, LLC, for professional financial advisor services from January 1, 2013 to December 31, 2013, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$50,000.

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

Comments: N/A

47189 A RESOLUTION authorizing of a contract with Weir & Partners, LLP, for the provision of a County Hearing Officer and other legal services of a specialized nature from January 1, 2013 to December 31, 2013, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$15,000.

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

Comments: N/A

47190 A RESOLUTION appointing the Chief Financial Officer for the County of Gloucester. **GARY SCHWARZ**

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

Comments: N/A

47191 A RESOLUTION appointing the Superintendent of Buildings and Grounds for the County of Gloucester. **Peter Scirrotto**

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

Comments: N/A

47192 A RESOLUTION designating County Purchasing Agent Peter Mercanti as Gloucester County's Public Agency Compliance Officer as required by the New Jersey Administrative code 17:27-3.2 for calendar year 2013. A resolution designating County Purchasing Agent Peter Mercanti as Gloucester County's Public Agency Compliance Officer (hereinafter "PACO") as required by the New Jersey Administrative Code 17:27-3.2 for calendar year 2013. The PACO shall specifically perform the duties prescribed in New Jersey's affirmative action rules and ensuring the County's compliance with these rules. The PACO also performs any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance.

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

Comments: N/A

47193 A RESOLUTION appointing a Deputy Assessor for the County of Gloucester.

BONNIE LONGO.

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

Comments: N/A

47194 A RESOLUTION appointing a One Stop Operator at the One Stop Career Center. **Daniel Angelucci**

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

Comments: N/A

47195 A RESOLUTION establishing the official newspapers for the County of Gloucester for the year 2013. **THE SOUTH JERSEY TIMES AND THE COURIER POST.**

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

Comments: N/A

CEREMONIAL RESOLUTIONS

47196 A RESOLUTION appointing members to the Animal Shelter Advisory Committee. **BARBARA CANCIO AND MICHAEL NICHOLLS.**

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

Comments: N/A

47197 A RESOLUTION appointing members to the Agricultural Development Board. **ROBERT CURTIS AND GEORGE DEAN.**

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

Comments: N/A

47198 A RESOLUTION appointing members to the College Board of Trustees Search Committee. PHILIP TARTAGLIONE, DR. GERALDINE MARTIN AND VICKI MCCALL.

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

Comments: N/A

47199 A RESOLUTION appointing members, a Chairman and a Secretary for the Gloucester County Construction Board of Appeals. JOSEPH HEITMAN, MICHAEL ROZANSKI AND ROBERT DEANGELO, CHAIRMAN AND JEANNE GIAMPOLA, SECRETARY.

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

Comments: N/A

47200 A RESOLUTION appointing representatives to the Delaware Valley Regional Planning Commission. RICHARD WESTERGAARD AND FREEHOLDER CHILA, 1ST ALT.

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

Comments: N/A

47201 A RESOLUTION appointing members to the Emergency Management Council. EMERGENCY MANAGEMENT COORDINATOR, HEALTH DEPARTMENT, PUBLIC WORKS DEPARTMENT, PUBLIC INFORMATION OFFICER, ECONOMIC DEVELOPMENT DIRECTOR, CBRNE TEAM, DIVISION OF SOCIAL SERVICES, SHERIFF, COUNTY FIRE MARSHALL, RED CROSS DIRECTOR, DEPUTY EMERGENCY MANAGEMENT COORDINATOR, DIVISION OF SPECIAL TRANSPORTATION, COUNTY MEDICAL EXAMINER, COUNTY EMS CHIEF, COUNTY PROSECUTOR, FREEHOLDER LIAISON, HAZ MAT MITIGATION OFFICER, COUNTY MENTAL HEALTH ADMINISTRATOR, JOHN MOLNER, PAT ROBINSON, CHARLES JONES AND EDWARD KOVALEVICH.

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

Comments: N/A

47202 A RESOLUTION appointing members to the Human Relations Commission for Gloucester County. WARDEN, BARBARA CARTER, ISABELITA ABELE, JACQUELINE CABAN, TAWFIQ BARQAWI, MARY BROWN, RABBI AVI RICHLER, FREEHOLDER LIAISON, MIKE BURKE, MARJORIE GLICK, REV. A.B. FRAZIER, W. LARRY COOPER, BARBARA PORDY, SHARADORA LESLIE SISCO, RAFAEL MUNIZ, KEN RIDINGER, COUNTY SUPERINTENDENT OF SCHOOLS, DIRECTOR OF DIVISION OF SOCIAL SERVICES, DIRECTOR OF HUMAN SERVICES, GCIT SUPERINTENDENT, PRESIDENT OF THE MAYOR'S ASSOCIATION, PRESIDENT OF ROWAN UNIVERSITY, COUNTY PROSECUTOR, GCC

PRESIDENT, SPECIAL SERVICES SCHOOL DISTRICT SUPERINTENDENT, PRESIDENT OF THE POLICE CHIEF'S ASSOCIATION, AND DONNA ADAIR.

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

Comments: N/A

47203 A RESOLUTION appointing members to the County Interagency Coordinating Council for Children. MARGUERITE HOWARD, MARGARET KROGER, CHARLES GOLDSTEIN, LISA HAYA, ROBERT MARTS, JOHN ZUKAUSKAS, SUSAN BUCHWALD, BEVERLY LYNCH, CHAPMAN VAIL, TRACY FOY, LISA CERNY, RICK GAYDOS, NANCY CHARD-JONES, AND MICHAEL DINDAK.

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

Comments: N/A

47204 A RESOLUTION appointing members to the Gloucester County Library Commission. DONNA RAGONESE.

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

Comments: N/A

47205 A RESOLUTION appointing members to the Local Advisory Committee on Alcohol and Drug Abuse. GAIL SLIMM, NORMA RYLEY, KATHLEEN FOSTER, JOYCE BROWN, ANNETTE DIBARTOLOMEO, CLYDE EUGENE ISNER, DENISE WELSH, LOUISE HABICHT, LINDA TRAMO, WILLIAM DOUGHERTY, PROSECUTOR'S OFFICE REPRESENTATIVE, AND SUPERINTENDENT OF SCHOOLS REPRESENTATIVE.

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

Comments: N/A

47206 A RESOLUTION appointing members to the Local Citizens Advisory Board of Transportation. DENNIS LEDGER, ANNETTE DIBARTOLOMEO, ROBERT DAZLICH, ANNA MARIE GONNELLA, INEZ NELSON, DALE BENESH, ELAINE VETS, RONALD BOWERS, AND DENNIS COOK.

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

Comments: N/A

47207 A RESOLUTION appointing members to the Gloucester County Mental Health Board. ELAINE VETS, MARGARET KEY AND EDWARD SMITH.

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

Comments: N/A

47208 A RESOLUTION appointing Gloucester County members to the New Jersey Association of Counties. FREEHOLDER HEATHER SIMMONS, FREEHOLDER JOE CHILA, 1st ALT. AND FREEHOLDER ADAM TALIAFERRO, 2ND ALT.

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

Comments: N/A

47209 A RESOLUTION appointing members to the Pinelands Commission. FRAN WITT.

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

Comments: N/A

47210 A RESOLUTION creating the Parks and Golf Advisory Board and appointing 13 members. ROBERT CURTIS, JOHN MARGIE, THOMAS BIANCO, PHILLIP TARTAGLIONE, JOHN DARAKLIS, V. CHARLES SIMON, CHARLES ROSE, LISA CERNY, DAVID YARNALL, LOU DEECK, MARGARET BONNER, NICHOLAS BERCUITE, AND GEORGE HUBBS

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

Comments: N/A

47211 A RESOLUTION appointing members to the Gloucester County Planning Board. LOUIS PALENA AND MICHAEL CAPELLI

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

Comments: N/A

47212 A RESOLUTION appointing members to the Gloucester County Police Academy Advisory Board. J. THOMAS BUTTS, ROBERT J. ONLY, STEVEN PFEIFFER, COUNTY PROSECUTOR, POLICE CHIEF'S ASSOCIATION REPRESENTATIVES (2), COUNTY SHERIFF, GLOUCESTER COUNTY COLLEGE REPRESENTATIVE, AND FREEHOLDER REPRESENTATIVE (2).

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

Comments: N/A

47213 A RESOLUTION appointing members to the Senior Services Advisory Board. JACKIE DEFRANK, LIN TENAGLIA, SANDRA VON MOLTKE, CLAIRE MYERS, CHESTER RANDALL, RHONDA LYNNE MEEKINS, CONSTANCE FENTRESS, MARIA DUNHAM, MARGARET MENDOZA, ELIZABETH MCCULLOUGH, JOYCE NUNEVILLER, AND JANICE HILL.

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

Comments: N/A

47214 A RESOLUTION appointing members to the Solid Waste Advisory Council. FREEHOLDER LIAISON, JAMES MCALL, RICHARD POOL, DALE MILLER, RICK WESTERGAARD, JAMES F. MESSNER, GREGORY SAWYER, DON SCHNEIDER, SCOTT NORCROSS, KEN ATKINSON, GERALD MICHAEL, AND ERIC AGREN.

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

Comments: N/A

47215 A RESOLUTION appointing members to the Tri-County Water Quality Control Board. LEO MCCABE, DONALD FANSLAU, AND FREEHOLDER LIAISON.

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

Comments: N/A

47216 A RESOLUTION appointing members to the Tri-County Differential Response Oversight Committee. COUNTY HUMAN SERVICES DIRECTOR, COUNTY HSAC CHAIRPERSON, DIRECTOR OF SOCIAL SERVICES, MENTAL HEALTH ADMINISTRATOR, SUPERINTENDENT OF SCHOOLS REPRESENTATIVE, DHS REPRESENTATIVE, DHS REPRESENTATIVE, DIVISION OF WORKFORCE DEVELOPMENT REPRESENTATIVE, JERRY CAMPBELL, AND KATHRYN WAY.

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

Comments: N/A

47217 A RESOLUTION appointing members to the Gloucester County Utilities Authority. HOWARD BRUNER AND TOM BIANCO.

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

Comments: N/A

47218 A RESOLUTION appointing members to the Advisory Board for the County Veteran's Cemetery. JOHN PETROSKI, CHAIR OF THE VETERANS ADVISORY BOARD; DUANE SARMIENTO, DIRECTOR OF THE OFFICE OF VETERAN AFFAIRS; ROBERT JONAS, SUPERINTENDENT OF INTERMENT; FREEHOLDER GIUSEPPE (JOE) CHILA AND FREEHOLDER ADAM TALIAFERRO.

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

Comments: N/A

47219 A RESOLUTION appointing members to the Voting Accessibility Advisory Committee. SUPERINTENDENT OF ELECTIONS; MARK HARRIS, BOARD OF ELECTIONS; CHRIS POWELL, BOARD OF ELECTIONS; BERNADETTE FORWARD, BOARD OF ELECTIONS; SHAWN MENZIES, PUBLIC MEMBERS; LYNN MCCLINTOCK, MEMBER DISABLED COMMUNITY; LEONA MATHER, ADA TRAINED MEMBER; JOE CHILA, GOVERNING BODY MEMBER; CHAD BRUNER, PUBLIC MEMBER.

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

Comments: N/A

47220 A RESOLUTION appointing individuals to the Gloucester County Commission for Women. NANCY REITER, KAREN DICKEL, AND SUE WEBER.

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

Comments: N/A

47221 A RESOLUTION appointing members to the Workforce Investment Board. KENNETH BIDDICK, KATHY FARINACCIO, CHARLES IVORY, ED.D, JOHN H. FISHER III, AND MICHAEL GIRONE.

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

Comments: N/A

47222 A RESOLUTION appointing members to the Gloucester County Youth Services Commission/Juvenile Crime Enforcement Coalition. SHERIFF'S OFFICER, WIA REPRESENTATIVE, JJC LIAISON, SUE BERGMANN, COUNTY REPRESENTATIVE, SUSAN BUCHWALD, PROSECUTOR REPRESENTATIVE, HUMAN SERVICES DIRECTOR, SUPERINTENDENT OF SCHOOLS REPRESENTATIVE, JASON CORTER, PROSECUTOR, SONIA DECENCIO, MIKE DINDAK, SHIRLEY DOUGLAS, JANINE FAULKNER, REV. DR. A.B. FRAZIER, GLORIA GOODE, DEATRI JOHNSON, JUDY HADNETT JOHNSON, SAMMUEL LINDSAY, DIANE MACRIS, JUDGE COLLEEN MAIER, ROBERT MILES, FREEHOLDER LIAISON, KEN RIDINGER, JUDITH RIVERA, JENNIFER RODRIGUEZ, JAMES SAMPSON, DR. FRANK SCAMBIA, COUNTY MENTAL HEALTH ADMINISTRATOR, NICOLE STEMBERGER, LINDA STRIETER, DR. CAROLE ANN SUBOTICH, DONNA WATERS, MICK WILER, DAVID WENTZ, JR., AND P. JEFFREY WINTNER.

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

Comments: N/A

~APPOINTMENTS FOR VARIOUS POSITIONS IN 2013~

APPOINTMENT of Freeholder member to the Mental Health Board. FREEHOLDER BARNES

APPOINTMENT of Freeholder members to Board of School Estimates. DIRECTOR DAMMINGER, FREEHOLDER CHILA AND FREEHOLDER BARNES

APPOINTMENT of Freeholder liaison to the Local Citizens Advisory Board of Transportation. FREEHOLDER NESTORE

APPOINTMENT of Freeholder Liaison to the Gloucester County Chamber of Commerce. **FREEHOLDER SIMMONS**

APPOINTMENT of Freeholder representative to the Southern New Jersey Resource Conservation & Development Council. **RICHARD WESTERGAARD**

APPOINTMENT of Freeholder member to the Youth Services Commission.
FREEHOLDER NESTORE

APPOINTMENT of Freeholder liaison to the Disabled Person Advisory Council.
FREEHOLDER BARNES

APPOINTMENT of Freeholder liaison to the Agriculture Development Board.
FREEHOLDER TALIAFERRO

APPOINTMENT of Freeholder liaison to the Human Services Advisory Council.
FREEHOLDER NESTORE

APPOINTMENT of Freeholder liaison to the Commission for Women. **FREEHOLDER LARRY WALLACE**

APPOINTMENT of Freeholder liaison to the Housing Authority. **FREEHOLDER SIMMONS**

APPOINTMENT of Freeholder liaison to the Utilities Authority. **FREEHOLDER TALIAFERRO**

APPOINTMENT of Freeholder liaison to the Improvement Authority. **DIRECTOR DAMMINGER**

APPOINTMENT of Freeholder liaison to the Human Relations Commission.
FREEHOLDER LARRY WALLACE

APPOINTMENT of Freeholder representative to Main Street Woodbury. **LISA MORINA**

BENEDICTION by Reverend Dr. A. B. Frazier.

ADJOURNMENT 8:10 pm

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

Comments: N/A

A1

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF JANUARY 2013**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending January 17, 2013; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending January 17, 2013.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending January 17, 2013, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending January 17, 2013, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

**RESOLUTION DISSOLVING THE SHARED SERVICES AGREEMENT BETWEEN
THE COUNTY AND THE GLOUCESTER COUNTY UTILITIES AUTHORITY
REGARDING SECURITY SERVICES**

WHEREAS, Gloucester County and the Gloucester County Utilities Authority previously entered into an agreement pursuant to which the Gloucester County Sheriff's Office would provide security services.

WHEREAS, The Gloucester County Utilities Authority no longer requires the security coverage being provided by the Sheriff's Department; and

WHEREAS, accordingly, it is appropriate to terminate the provision of security services as set forth in the Shared Services Agreement with the Gloucester County Utilities Authority effective January 1, 2013.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the provision of security services as set forth in the Shared Services Agreement by and between the County of Gloucester and the Gloucester County Utilities Authority be terminated effective January 1, 2013.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 23, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A3

RESOLUTION AUTHORIZING A CONTRACT WITH JOHN ALICE, ESQUIRE FOR LEGAL COUNSEL FOR THE COUNTY ADJUSTER'S OFFICE AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2013 TO DECEMBER 31, 2013, IN AN AMOUNT NOT TO EXCEED \$35,000.00

WHEREAS, there is a need by Gloucester County for legal counsel for the County of Gloucester's Adjuster's Office and other legal services of a specialized nature; and

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

WHEREAS, the evaluation, based on the established criteria, concluded that John Alice, Esquire, with offices at 28 Cooper Street, Woodbury, New Jersey 08096, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$35,000.00 at the hourly rate of \$150.00; and

WHEREAS, 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; and

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

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and John Alice, Esquire, for the provision of legal counsel for the Gloucester County Adjuster's Office and other legal services of a specialized nature for the period beginning January 1, 2013 and concluding December 31, 2013, for a minimum contract amount of zero and a maximum contract amount of \$35,000.00 at the hourly rate of \$150.00; and

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

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the 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, January 23, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A3

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
JOHN ALICE, ESQUIRE**

THIS CONTRACT is made effective this 1st day of January, 2013, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "**County**"), and **JOHN ALICE, ESQUIRE**, with offices at 28 Cooper Street, Woodbury, New Jersey 08096, (hereinafter referred to as "**Attorney**").

RECITALS

WHEREAS, there exists a need by the County of Gloucester for certain legal services in connection with the County of Gloucester Adjuster's Office and other services of a specialized legal nature which may be requested from time to time; and

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

WHEREAS, Attorney 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 Attorney do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period beginning January 1, 2013 and concluding December 31, 2013.

2. **COMPENSATION:**

A. Contract shall be for estimated units of services, with the minimum contract amount of zero and a maximum contract amount of \$35,000.00 at an hourly rate of \$150.00, as per the RFP submitted by Attorney dated December 17, 2012.

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

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

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

It is also agreed and understood that the acceptance of the final payment by Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
 - b. Name of attorney providing the service.
 - c. Amount of time spent on service
 - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the RFP #13-017 and Attorney's responsive proposal dated December 17, 2012, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #13-017, this contract shall prevail.

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

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

The Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP#13-017, which are specifically referred to and incorporated herein by reference.

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

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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 Attorney, 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 Attorney 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 Attorney's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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.** Attorney shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Attorney shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Attorney is a member of a profession that is subject to suit for professional malpractice, then Attorney shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Attorney 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. Attorney 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 Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, 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.** Attorney 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 Attorney's services.

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

19. **CONFIDENTIALITY.** Attorney 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, RFP#13-017 issued by the County of Gloucester and Attorney's responsive proposal dated December 17, 2012. Should there occur a conflict between this form of contract and RFP#13-017 and the Attorney's responsive Proposal dated December 17, 2012, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or RFP#13-017 and the Attorney's responsive proposal dated December 17, 2012, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2013.

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 Attorney has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

**ROBERT M. DAMMINGER,
DIRECTOR**

WITNESS:

JOHN ALICE, ESQUIRE

A3

BASIS OF AWARD

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

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

RFP-013-0-17 Attorney for County Adjuster – John Alice

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points.</p> <p>Self employed Attorney with experience in Civil Commitment Hearings as per the RFP.</p>	<p style="text-align: center;">22</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points.</p> <p>Our current provider for the work indicated in the RFP.</p>	<p style="text-align: center;">23</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points.</p> <p>Firm indicates experience in legal matters including Civil Commitments.</p>	<p style="text-align: center;">23</p>
<p>E. Reasonableness of Cost Proposal <u>20</u> points.</p> <p>Cost for Attorney is 150.00 per hour. No additional cost included.</p>	<p style="text-align: center;">19</p>
<p>TOTALS</p>	<p style="text-align: center;">92</p>

A4

RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE OF NEW JERSEY CONTRACTS IN ACCORDANCE WITH N.J.S.A. 40A:11-12 FOR THE CALENDAR YEAR 2013

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State of New Jersey Cooperative Purchasing Program under any State of New Jersey (hereinafter the "State") Contracts entered into by the State's Division of Purchase and Property in the Department of the Treasury without the need for public bidding; and

WHEREAS, the County of Gloucester (hereinafter the "County") is such a contracting unit, so that is desires to purchase materials, supplies and equipment through such State contracts without the need for public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be, and is, hereby authorized to purchase materials, supplies and equipment for the County of Gloucester, through State Contracts under the State's Cooperative Purchasing Program in accordance with N.J.S.A. 409A:11-12, and all other applicable statutes and regulations, for the year 2013.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on January 23, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A5

**RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER
EQUIPMENT FROM DELL-SLG SALES THROUGH STATE CONTRACT #A70256
IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR THE YEAR 2013**

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

WHEREAS, the County of Gloucester has a need to purchase computer hardware including, but not limited to PC replacement, printers, chipsets, processors, and operating systems which is and will be needed by various departments within the County of Gloucester for the year 2013; and

WHEREAS, it has been determined that the County of Gloucester can purchase the said computer equipment from DELL-SLG Sales, One Dell Way, Round Rock 8, Round Rock, Texas 78682, in an amount not to exceed \$250,000.00, through State Contract #A70256 for the year 2013; and

WHEREAS, the contract shall be for estimated units in an amount not to exceed \$250,000.00 and is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase computer equipment from DELL-SLG Sales in an amount not to exceed \$250,000.00, through State Contract #A70256 for the year 2013; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 23, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A6

**RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND
POSTAGE SUPPLIES THROUGH STATE CONTRACT #A75237 FROM
PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$146,000.00 FROM
JANUARY 1, 2013 TO DECEMBER 31, 2013**

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

WHEREAS, the County of Gloucester has a need for postage and postage supplies necessary to conduct the business of county government; and

WHEREAS, the County of Gloucester has determined it advantageous to purchase the said postage and postage supplies from Pitney Bowes of 1305 Executive Blvd., Suite 200, Chesapeake, VA 23320, in an amount not to exceed \$146,000.00, through State Contract #A75237 from January 1, 2013 through December 31, 2013; and

WHEREAS, the contract shall be for an estimated units of service, in an amount not to exceed \$146,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase postage and postage supplies for the County of Gloucester from Pitney Bowes in an amount not to exceed \$146,000.00, through State Contract #A75237 from January 1, 2013 to December 31, 2013.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MUNIDEX, INC., FOR A TOTAL CONTRACT AMOUNT OF \$23,732.61, FROM JANUARY 23, 2013 TO MARCH 31, 2013 FOR THE DEVELOPMENT, PRINTING AND FIRST CLASS MAILING OF PROPERTY ASSESSMENT NOTIFICATION CARDS AS REQUIRED UNDER N.J.S.A. 54:4-38.1

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the development, printing and first class mailing of property assessment notification cards to approximately 71,917 property owners within Gloucester County, as required under N.J.S.A. 54:4-38.1; and

WHEREAS, as per the MOD-IV User Manual Regulations imposed by the New Jersey Division of Taxation, the Assessment Notices must be created by MOD-IV certified programs at a certified data center location; and

WHEREAS, after following proper public bidding procedure, it was determined that Munidex, Inc., with corporate offices located at 174 Route 17 North Suite 202, Rochelle Park, New Jersey, was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$23,732.61, as more specifically described in the bid specifications PD-012-058; and

WHEREAS, bids were publicly received and opened on December 14, 2012; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$23,732.61, pursuant to C.A.F. # 13-00178, which amount shall be charged against line item #3-01-20-151-001-20275.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and Munidex Inc., for the development, printing and first class mailing of property assessment notification cards, as required under N.J.S.A. 54:4-38.1, from January 23, 2013 to March 31, 2013, for a total contract amount of \$23,732.61.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A7

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
MUNIDEX, INC.**

THIS CONTRACT is made effective this 23rd day of January, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **MUNIDEX, INC.**, (a New Jersey Corporation) with offices at 174 Route 17 North, Rochelle Park, New Jersey 07662, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for the development, printing and first class mailing of property assessment notification cards as required under N.J.S.A. 54:4-38.1 to approximately 71,917 property owners within Gloucester County, as set forth in PD-012-058; 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period January 23, 2013 through March 31, 2013.
2. **COMPENSATION.** Contract shall be for the total contract amount of \$23,732.61.

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

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

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-012-058, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection of 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 Office setting for the 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, stat that all qualified applicants will received 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 place 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 PD-012-058, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

9. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

11. **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.

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

13. **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.

14. **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.

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

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

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

18. **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.

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-012-058, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is effective as of this 23rd day of January, 2013.

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 and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MUNIDEX, INC.

BY: _____
VINCENT BUONO, PRESIDENT

A-7

SIGNATURE PAGE

Vincent Buono
SIGNED: _____

COMPANY: Munidex, Inc.

NAME: Vincent Buono
(PRINTED OR TYPED)

ADDRESS: 174 Route 17 North, Suite 202
Rochelle Park, NJ 07662

TITLE: President

TELE #: 201.291 1000

DATE: 12/4/2012

FAX #: 201.291 8588

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON **DECEMBER 14, 2012 AT 10:00 AM**, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:

TOTAL COST FOR CARDS AND MAILING (INCLUDE POSTAGE)
AND AUDIT REPORT

\$ 23,732.61

VARIATIONS

2

PD 012-058			
Bid Opening 12/14/2012 10:00am			
<p>SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLYING AND MAILING OF PROPERTY ASSESSMENT NOTIFICATION CARDS FOR THE GLOUCESTER COUNTY OFFICE OF ASSESSMENT, CLAYTON, NJ 08312</p>			
VENDOR:			
Munidex Inc.			
174 Route 17 North Suite 202			
Rochelle Park, NJ 07662			
Vincent Buono Pres.			
201 291-1000			
201 291-8588 FAX			
ITEM	DESCRIPTION		
1	Total Cost for Cards and Mailing (Including Postage) and Audit Report	LUMP SUM	
	Municipalities Included:	# of Cards	
	Deptford	12896	
	East Greenwich	4220	
	Elk	2451	
	Glassboro	7179	
	Harrison	4790	
	Mantua	6379	
	Monroe	13927	
	National Park	1304	
	Newfield	806	
	South Harrison	1471	
	Swedesboro	1034	
	Wenonah	944	
	West Deptford	7871	
	Westville	1702	
	Woodbury City	3584	
	Woodbury Heights	1359	
	TOTAL	71917	\$23,732,610
	Variations: (if any)	Munidex is a State-Certified MOD IV Vendor	
	Will you extend your prices to local government entities within the County	NA	
	Bid specifications sent to:	United Systems of Arkansas DLM Associates RevSpring Prime Vendor	Sebis Direct A.B. Data RTC Direct Mailing
	Based upon the bids received, I recommend Munidex Inc. be awarded the contract, as the lowest responsive, responsible bidder.		
			Sincerely,
			Robert J. McErlane
			Assistant Purchasing Agent

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

AGP

Certificate of Availability of Funds

TREASURER'S NO. 13-00178
3-01-20-151-001-20275

DATE January 11, 2013

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Office of Assessment

AMOUNT OF CERTIFICATION \$23,732.61 COUNTY COUNSEL Carmen Malignaggi

DESCRIPTION: Resolution authorizing award of contract to Munidex, Inc in the amount of \$23,732.61 per PD12-058 for the development, printing and first class mailing of property assessment notification cards as required under NJSA 54,4-38.1 to approx 71,917 property owners within Gloucester County. As per MOD-IV user manual regulation imposed by the Division of Taxation the assessment notices must be created by MOD-IV certified data center location

VENDOR: Munidex, Inc

ADDRESS: 174 Route 17 No. Suite 202
Rochelle Park, NJ 07662

Bruno...
DEPARTMENT HEAD APPROVAL

APPROVED *[Signature]*
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-15-13

Meeting Date: January 23, 2013

A8

RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO COOPERATION AGREEMENT WITH THE BOROUGH OF PAULSBORO FOR ASSESSMENT SERVICES

WHEREAS, Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis pursuant to N.J.S.A. 54:1-86 et. seq.; and

WHEREAS, the Borough of Paulsboro has signed the Cooperation Agreement for assessment services in the local municipality; and

WHEREAS, the Cooperation Agreement will cover the selection of reevaluation firms, transfer surplus property and, responsibility of fees and costs and cooperation for the orderly transfer of property assessment function from the Borough to the County.

NOW THEREFORE, BE IT RESOLVED the County of Gloucester shall enter into Cooperation Agreement with the Borough of Paulsboro for regionalized tax assessment pursuant to N.J.S.A. 54:1-86.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

AB

**COUNTY ASSESSOR
COOPERATION AGREEMENT**

THIS AGREEMENT ("Agreement"), dated this 17th day of December, 2012, is made by and between the County of Gloucester ("County") and the Borough of Paulsboro, ("Municipality").

RECITALS

- A. Pursuant to the New Jersey Property Tax Assessment Reform Act ("the Act"), N.J.S.A. 54:1-86 et seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis; and
- B. A major aspect of the program is the periodic revaluation of the real property in the Municipalities located in the County. N.J.S.A. 54:1-90 provides that every Municipality within the pilot county shall implement a real property revaluation; and
- C. In order to accomplish the revaluation, it is necessary for the County to engage the services of a professional revaluation firm; and
- D. In order to select the appropriate firm, the County will solicit proposals from such firms; and
- E. The Municipality with its local knowledge will have valuable input into the tax assessor process; and
- F. In addition, the County and the Municipality need to provide for certain obligations in connection with taxpayer appeals.

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

AGREEMENT

1. Selection of Revaluation Firm:

- a. The County will solicit and receive proposals from firms interested in providing revaluation/valuation services.
- b. The County shall thereafter be responsible for the formal evaluation of the proposals consistent with the terms and provisions of the New Jersey Fair and Open Laws applicable to such selection.
- c. The County shall be responsible for selecting the revaluation firm.
- d. The County Board of Freeholders shall award the contract for and shall

enter into an appropriate contract with the selected firm and the County shall be responsible for the cost of the services received.

2. Transfer of Surplus Property:

- a. Municipality shall make available to the County surplus municipal equipment, previously used by the Municipality in tax assessment activities, which equipment may be useful, in the County's discretion, for County tax assessment activities. Such equipment shall be provided as is.
- b. Municipality will determine what equipment and/or furnishings shall be deemed "surplus".

3. Jurisdiction over Defense of Tax Appeals; Responsibility for Fees and Costs in Certain Circumstances

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of the County Tax Appeals for a period of two (2) years which will include the revaluation year and the year following.

With regard to State Appeals, Paragraph 3. b. (i., ii. and iii.) shall control with regard to the costs in the event that the revaluation firm is called as a witness in State Appeals.

- b. Costs associated with the settlement and/or defense of appeals:
 - i. With regard to appeals for any tax year prior to and including 2013, the Municipality in which the property under appeal is located will retain exclusive jurisdiction over the defense of these tax appeals, and will be solely responsible for all costs associated with the defense of these tax appeals involving but not limited to appraisers, attorneys, and any other experts.
 - ii. The County will have exclusive jurisdiction over the defense over all new 2014 tax appeals, and all subsequent years, and will be solely responsible for all costs associated with the new appeals. This provision applies exclusively to new appeals filed in 2014 and subsequent years, and should not be construed as applying to tax appeals referenced in Section 3 (b) (iii). The County will have exclusive jurisdiction as applied to but not limited to hiring attorneys, appraisers and any other experts needed for defense of tax appeals.
 - iii. Municipality shall be responsible for all of the costs prior to the takeover, which will include 2013 and any prior years. After the County take over, the Municipality will be responsible for a pro rata

share of the costs up until and including the day of entry of the final judgment. The basis of the pro rata cost sharing will be the total number of years that the County has taken over the assessment duties, divided by the total years under appeal. That figure will be the County's percentage of responsibility and the balance of the costs, after subtracting the County's responsibility, will be the Municipality's share of the cost.

For Tax Appeals involving multiple years both prior to and after 2013, the County will have exclusive jurisdiction over the defense of all such tax appeals. The County shall inform the Municipality in which the property that is subject of the appeal is located, prior to engaging to entering into any final settlement agreement, pursuant to N.J.A.C. 18:17A-8.1. The County, at its sole discretion, shall engage outside legal counsel and experts necessary to defend the tax appeals. The costs will be shared pro rata based upon the number of years under appeal and the number of years that the County has assumed complete responsibility of assessor duties. The basis of the pro rata share will be as specified in the above paragraph. The County may decide to use County personnel to defend the tax appeals.

The percentage of pro rata cost sharing will be ongoing until all appeals filed in 2013 and prior years are resolved.

- c. Pursuant to the County's contract with such outside experts, the County shall pay all cost bills associated with outside legal counsel, expert appraisal and valuation consultants, and any other professional experts needed to defend the tax appeal. All outside expert costs will be shared by the County and the Municipality on a pro-rata basis, based upon the percentage in Paragraph b. (iii). The Municipality will reimburse the County for its settlement share of such costs on an annual basis until such time as a final judgment is entered.

On or before February 1st of each year, the County shall give notice to the Municipal Clerk of the amount of reimbursement due the County pursuant to this section. The County may send bills periodically to Municipality. All bills shall be paid no later than April 1st of the year billed; at which time the municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeals defense costs.

- d. Notwithstanding the County's obligation to share in or assume the cost of appeal, the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.
- e. In the event that the Plaintiff requests or the Court requires a refund, the Municipality will be responsible for any refunds that shall go before Council

for approval.

- f. "Costs of Appeal" shall include, but not necessarily be limited to, the fees of law firms engaged for this purpose, fees of outside appraisal and valuation experts, and the fees of any other outside professional experts engaged for the purpose of defense of the tax appeal.

- 4. **Cooperation in Effectuation of Transfer of Property Assessment Function:** N.J.S.A. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S.A. 54:1-86 et seq. further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipality agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.
- 5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.
- 6. **Entire Agreement.** This 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.
- 7. **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.
- 8. **Counterparts.** This 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.

ATTEST:

COUNTY OF GLOUCESTER

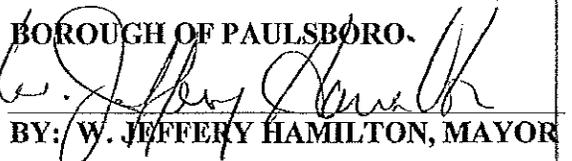
ROBERT N. DI LELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF PAULSBORO.


KATHY A. VANSKOY, CLERK


BY: W. JEFFERY HAMILTON, MAYOR

RESOLUTION NO. 223.12

**RESOLUTION APPROVING COUNTY ASSESSOR COOPERATION
AGREEMENT BETWEEN THE BOROUGH OF PAULSBORO AND THE COUNTY OF
GLOUCESTER**

WHEREAS, pursuant to the New Jersey Property Tax Assessment Reform Act, *N.J.S.A.* 54:1-86 et seq., Gloucester County ("County") has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis; and

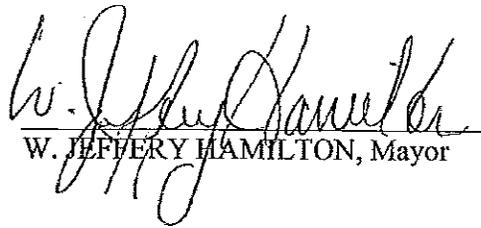
WHEREAS, *N.J.S.A.* 54:1-90 provides that every municipality within the pilot county shall implement a real property revaluation; and

WHEREAS, it is necessary for the County to engage the services of a professional revaluation firm to perform the revaluation; and

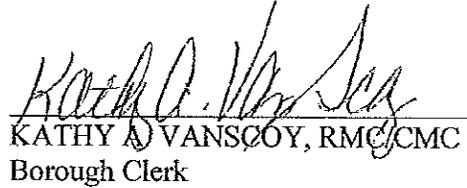
WHEREAS, the Borough of Paulsboro ("Borough") and the County of Gloucester desire to enter into an agreement ("County Assessor Cooperation Agreement"), in the form attached hereto, setting forth the duties, responsibilities and obligations of both the Borough and the County with respect to the revaluation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Paulsboro, County of Gloucester, State of New Jersey that the Mayor is authorized to execute and deliver the County Assessor Cooperation Agreement attached hereto as Exhibit "A" with Gloucester County for the purposes identified herein, and to take all actions as may be necessary or appropriate to carry out the purposes of the foregoing Resolution.

ADOPTED at a meeting of the Mayor and Council of the Borough of Paulsboro this 17th day of December, 2012.


W. JEFFERY HAMILTON, Mayor

I HEREBY CERTIFY the foregoing resolution was duly adopted by the Mayor and Council of the Borough of Paulsboro at the Work Session Meeting held on the 17th day of December, 2012.


KATHY A VANSKOY, RMC/CMC
Borough Clerk

A9

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH GRAPHICOLOR CORP. FOR THE SUPPLY AND DELIVERY OF PRINTED LETTERHEAD AND BUSINESS CARDS FROM FEBRUARY 2, 2013 TO FEBRUARY 1, 2015 FOR AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the "County"), entered into a two (2) year open-ended contract with **Graphicolor Corp.**, with offices at 3490 North Mill Road Vineland, NJ 08360, for the supply and delivery of printed letterhead and business cards on an as needed basis for all County Departments, per County Bid PD 011-006 on February 2, 2011; and

WHEREAS, the said contract and bid specifications provided for an extension, at the option of the County, for an additional two (2) year period, or two one (1) year periods; and

WHEREAS, the County Purchasing Director has recommended that the option to extend the said contract for an additional two (2) year period be exercised, extending the term of the contract through February 1, 2015; and

WHEREAS, the contract is for estimated units of service and/or materials for a minimum contract amount of zero, and a maximum annual contract amount of \$30,000.00, so that same is open ended, and no Certificate of Availability of Funds is then required at this time; and

WHEREAS, the continuation of this contract beyond February 2, 2014 is conditioned upon approval of the 2014 Gloucester County Budget; and

WHEREAS, all terms and provisions of the previously executed contract, with the exception of the extension of the term, shall continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester does hereby exercise its option to extend the contract term of its contract with Graphicolor Corp, Inc. for the supply and delivery of printed letterhead and business cards for an additional two (2) year period from February 2, 2013 through February 1, 2015, for a minimum contract amount of zero, and a maximum contract amount of \$30,000.00 per year, and the County Purchasing Director is directed to so inform Graphicolor Corp.

BE IT FURTHER RESOLVED, that the County's afore-mentioned contract with Graphicolor Corp be, and is, extended for a period of two (2) years through February 1, 2015 for an amount not to exceed \$30,000.00 per year for the said extended term.

BE IT FURTHER RESOLVED, that before any purchase be made pursuant to the aforesaid contract, a certification shall 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 January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

PD-011-006 BID OPENING 1-20-11 10AM PRINTING & DELIVERY OF LETTERHEAD STATIONARY & BUSINESS CARDS.		Vendor:	Vendor:	Vendor:	Vendor:
		Lont & Overkamp 320 N. 6th St. Prospect Park, NJ 07508	Garrison Printing Company 7155 Airport Highway Pennsauken, NJ 08109	C&B Graphics, Inc. 702 King Avenue Cherry Hill, NJ 08002	Sora Krshesky 1416 Fernwood Avenue Lakewood, NJ 08701
		Dennis Savary 973-942-2243 973-942-8203FAX	Matt Mckenney 856-488-1900 856-488-6191FAX	Ed Zwaska 856-662-6707 856-662-6761FAX	Sora Krshesky 848-525-2210 732-276-2328FAX
ITEM	DESCRIPTION				
1	Cost of 20,000 Letterhead shells	\$990.00	\$1,198.00	\$1,219	\$1,875.00
	Imprint Fees: Letterhead				
	500	\$40.00	\$269.00	\$89.00	\$55.00
	1000	\$50.00	\$296.00	\$106.00	\$80.00
	2500	\$65.00	\$350.00	\$133.00	\$100.00
	5000	\$85.00	\$410.00	\$161.00	\$160.00
	10000	\$150.00	\$483.00	\$213.00	\$205.00
	Cost of 10,000 Business Card shells	\$575.00	\$930.00	\$492.00	\$1,425.00
	Imprint Fees: Business Cards				
	250	\$25.00	\$167.00	\$50.00	\$50.00
	500	\$35.00	\$182.00	\$66.00	\$60.00
	1000	\$50.00	\$206.00	\$88.00	\$75.00
	Cap on Changes	\$10.00/lot	\$0.00	\$10.00/cards or letterhead changes	\$10.00
	Variations: (if any)	NONE	NONE		
	Will you extend your prices to local government entities within the County	No Response	YES	No Response	YES
	Bid specifications sent to:				
	Based upon the bids received, I recommend Graphicolor Corp. be awarded the contract, as the lowest responsive, responsible bidder.				
			Sincerely,		
			Robert J. McErlane		
			Assistant Purchasing Agent		

B1

**RESOLUTION AUTHORIZING THE INSTALLATION OF CAMERAS FOR THE
GLOUCESTER COUNTY RACCOON CREEK BRIDGE AND PAULSBORO/MANTUA
BRIDGE FROM NEW JERSEY BUSINESS SYSTEMS, INC. THROUGH STATE
CONTRACT #A61405 IN AN AMOUNT NOT TO EXCEED \$61,433.00 FROM THE
FY10 HOMELAND RAIL GRANT**

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

WHEREAS, the County of Gloucester has a need to install purchased cameras that will cover the Gloucester County Raccoon Creek and Paulsboro/Mantua Bridge; and

WHEREAS, it has been determined that the County of Gloucester can authorize the said installation of cameras from New Jersey Business Systems, Inc., of 7C Marlen Drive, Robbinsville, New Jersey 08691, through State Contract #A61405; and

WHEREAS, the contract shall be for an estimated units of service, for an amount not to exceed \$61,433.00. 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.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase the installation cameras for the County of Gloucester Raccoon Bridge and Paulsboro/Mantua Bridge from New Jersey Business Systems, Inc., in an amount not to exceed \$61,433.00, through State Contract #A61405; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

21

RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION TO JANUARY 31, 2015 TO CONTRACT WITH A&P PLUMBING & HEATING SUPPLY, LLC FOR THE SUPPLY AND DELIVERY OF VARIOUS PLUMBING SUPPLIES FOR AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR AS PER PD #11-004

WHEREAS, a contract for the supply and delivery of various plumbing supplies, as per PD #011-004, was previously awarded on February 2, 2011 to A&P Plumbing & Heating Supply, LLC, with offices at 360 Buck Street, Paulsboro, NJ 08066; and

WHEREAS, Peter Scirrotto, Sr., Superintendent of the Department of Buildings and Grounds, has recommended a two (2) year extension in accordance with the terms of the existing contract; and

WHEREAS, the extension is necessitated by the need for plumbing supplies in various buildings throughout the County of Gloucester; and

WHEREAS, said supplies will be purchased on an as-needed basis for an amount not to exceed \$80,000.00 per year, and therefore, this contract is 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.

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County hereby exercises its right to extend the contract with A&P Plumbing & Heating Supply, LLC for the supply and delivery of plumbing supplies as per PD #11-004, in an amount not to exceed \$80,000.00 per year.

BE IT FURTHER RESOLVED, before any purchase be made or service rendered 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 purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

C2

RESOLUTION AWARDING CONTRACT TO ALLIED FIRE AND SAFETY EQUIP. CO., INC. FOR ANNUAL INSPECTION AND MAINTENANCE OF WATER/SPRINKLER SYSTEMS IN VARIOUS COUNTY BUILDINGS AS PER PD #012-052 FROM FEBRUARY 1, 2013 TO JANUARY 31, 2015 FOR AN AMOUNT NOT TO EXCEED \$50,000.00

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the annual inspections and maintenance of water/sprinkler systems in various County buildings, including maintenance and inspection of County buildings containing ansele fire suppression systems, and existing units within the County as per specifications in PD-012-052; and

WHEREAS, bids were publicly received and opened on December 11, 2012; and

WHEREAS, after following proper public bidding procedure, it was determined that Allied Fire & Safety Equip. Co. Inc. with offices at 517 Green Grove Road, Neptune, NJ 07754, was the lowest responsive and responsible bidder to perform said services, for a contract amount not to exceed \$50,000.00 per year for the term of two years from the date of the award of the contract with the County having the option to extend for one (1) two-year term, or two (2) one-year terms as set forth in the bid specifications; and

WHEREAS, 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, 2014 is conditioned upon the approval of the 2015 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby awarded to Allied Fire & Safety Equip. Co. Inc. for the hereinabove referenced services for a contract amount not to exceed \$50,000.00 per year from February 1, 2013 to January 31, 2015; and, that the Freeholder Director and Clerk of the Board are hereby authorized to execute said contract for the purposes set forth above.

BE IT FURTHER RESOLVED before any purchase be made or service rendered 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 January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

C2

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
ALLIED FIRE & SAFETY EQUIP. CO. INC.**

THIS CONTRACT is made effective the 1st day of **February, 2013** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **ALLIED FIRE & SAFETY EQUIP. CO. INC.**, with offices at 517 Green Grove Road, Neptune, NJ 07754, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the annual inspections and maintenance of water/sprinkler systems in various county buildings. Buildings containing ansef fire suppression systems will also be maintained and inspected, as set forth in **PD-012-052**.

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

WHEREAS, Vendor represents that it is qualified to supply and deliver said supplies and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective for the period of two (2) years from the date of the award of the contract, with the County having the option to extend for one (1) two-year term or (2) one-year terms.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as **PD 012-052**, with a contract amount not to exceed \$50,000.00 per year for annual inspections and maintenance of water/sprinkler systems in various County buildings. Buildings containing ansef fire suppression systems will also be maintained and inspected, and existing units within the County as allowed through the County purchasing system numbers CK-01GC & 16GLCP consistent with Vendor's Bid.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as **PD-012-052**, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

The vendor or subcontractor 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-012-052**, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **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 012-052*, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract

and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this **1st** day of **February, 2013**.

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

ATTEST:

COUNTY OF GLOUCESTER

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

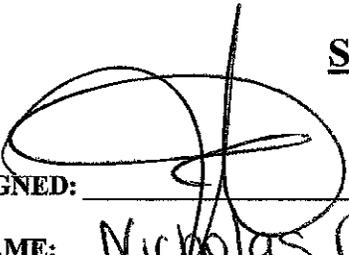
ATTEST:

ALLIED FIRE & SAFETY EQUIP. CO. INC.

BY: _____

Please Print Name

SIGNATURE PAGE

SIGNED: 

NAME: Nicholas Bozine
(PRINTED OR TYPED)

TITLE: President

DATE: 12/10/12

COMPANY: Tristate Fire Protection

ADDRESS: 445 Delsea Dr.
Sewell, NJ 08080

TELE#: 8565899370

FAX#: 8565899352

TRI-STATE FIRE PROTECTION, INC.
445 DELSEA DRIVE
SEWELL NEW JERSEY 08080

TO : BOARD OF CHOSEN FREEHOLDERS
OF GLOUCESTER COUNTY

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 local time, at the Office of the Purchasing Agent, County Administration Building, 2nd Floor, 2 South Broad Street, Woodbury, New Jersey 08096.

The bidder further declares that he/she will contract to furnish all items in accordance with the prescribed specifications at the prices specified below.

BID PRICES:

Inspections of Various County Buildings

Water Systems

1. Gloucester County Justice Complex

Euclid & Hunter Streets

Woodbury, New Jersey

1 ANNUAL \$ 1800⁰⁰ 3 QUARTERLY \$ 1400⁰⁰

2. Gloucester County Clayton Complex

1200 N. Delsea Dr.

Clayton, New Jersey

A. Public Works Building

B. Highway Garage

C. Government Service Building 1 ANNUAL \$ 325⁰⁰

3. Gloucester County

County House Rd. & Shady Lane

Clarksboro, New Jersey

A. Shady Lane Storage

B. 911 Backup Center

1 ANNUAL \$ 340⁰⁰

4. Gloucester County Superintendent of Schools

Tanyard & Salina Rds.

Sewell, New Jersey (Deptford Twp)

1 ANNUAL \$ 75⁰⁰

BILL DIRECTLY

5. Gloucester County Budd Blvd Complex

(Limited system)

Route 45 & Budd Blvd.

Woodbury, New Jersey

1 ANNUAL \$ 170⁰⁰

6. Gloucester County Civil Court / OCH

26 Delaware Street 3rd fl.

Woodbury, New Jersey

1 ANNUAL \$ 425⁰⁰

7. Offices @ 5-Points

211 County House Rd.

Washington Twp., New Jersey

1 ANNUAL \$ 170⁰⁰

TRI-STATE FIRE PROTECTION, INC.
445 DELSEA DRIVE
SEWELL, NEW JERSEY 08080

8. 5-Points Plaza
Rt. 41
Deptford, New Jersey

1 ANNUAL \$ 125⁰⁰

9. Bankbridge School – Alternative High School
870 Bankbridge Rd.
Sewell, New Jersey
BILL DIRECTLY

1 ANNUAL \$ 375⁰⁰

10. Bankbridge School – Elementary
870 Bankbridge Rd.
Sewell, New Jersey
BILL DIRECTLY

1 ANNUAL \$ 275⁰⁰

11. Health Services Dept.
204 E. Holly Ave.
Sewell, New Jersey

1 ANNUAL \$ 170⁰⁰

12. County Administrative Building
2 South Broad St.
Woodbury New Jersey 08096

1 ANNUAL \$ 495⁰⁰

13. Pitman Golf Course
501 Pitman Rd.
Sewell, New Jersey

1 ANNUAL \$ 375⁰⁰

14. GC Board of Elections
550 Grove Rd.
West Deptford, New Jersey

1 ANNUAL \$ 170⁰⁰

15. GCIT
Tanyard Road
Deptford, New Jersey
Contact: Bob Shannon
Phone: 856 468-1445
BILL DIRECTLY

1 ANNUAL \$ 1280⁰⁰

ANSEL SYSTEMS

1. Gloucester County Prison (Justice Complex)
Hunter & Euclid Streets
Woodbury, New Jersey

1 ANNUAL \$ 200⁰⁰ 1 SEMI-ANNUAL \$ 200⁰⁰

2. Bankbridge School – Alternative High School
870 Bankbridge Rd.
Sewell, New Jersey
BILL DIRECTLY

1 ANNUAL \$ 200⁰⁰ 1 SEMI-ANNUAL \$ 200⁰⁰

3. Bankbridge School – Elementary
870 Bankbridge Rd.
Sewell, New Jersey

1 ANNUAL \$ 200⁰⁰ 1 SEMI-ANNUAL \$ 200⁰⁰

TRI-STATE FIRE PROTECTION, INC.
445 DELSEA DRIVE
SEWELL, NEW JERSEY 08080

BILL DIRECTLY

4. Pitman Golf Course – Kitchen
501 Pitman Rd.

Sewell, New Jersey 1 ANNUAL \$ 200⁰⁰ 1 SEMI-ANNUAL \$ 200⁰⁰

5. GCIT
Tanyard Road
Deptford, New Jersey

1 ANNUAL \$ 200⁰⁰ 1 SEMI-ANNUAL \$ 200⁰⁰

Contact: Bob Shannon
Phone: 856 468-1445

BILL DIRECTLY

Full Service Maintenance in accordance with the specifications : Hourly Rate \$ 110⁰⁰ Per Hour

Overtime/Holiday Rate \$ 168⁰⁰ Per Hour

Discount on Parts % 15

Contractor Data: To be completed by bidder.

1. The number of years your firm has been performing this type of specified services
38 years

2. The location of your office that will be responsible for managing this contract.

Name: Tri state Fire Protection, Inc

Address: 445 Delsea Drive Sewell NJ 08080

Telephone No. 856 589 9370

3. The names and telephone numbers of management personnel to be contacted if problems or emergencies occur:

Name: Nicholas Bozine @ tsfp

Telephone No.: 856 589 9370

Name: KIM Ciemny

Telephone No.: 856 589 9370

4. The name and telephone number of a responsible individual that can be contacted at all times if service or information is requested by the Owner:

Name: Nicholas Bozine

Address: Tri state Fire Protection TRI-STATE FIRE PROTECTION, INC.
445 Delsea Drive 445 DELSEA DRIVE
Sewell, NJ 08080 SEWELL, NEW JERSEY 08080

Telephone No. 8565899370

5. The name and telephone numbers of references presently under contract for this type of service are as follows:

Contact Name

<u>Company</u>	<u>Length of Contact</u>	<u>Telephone No.</u>
1. Cumberland County	(1) year	856 453 2103
2. Haddonfield Schools	(1) year	856 429 0183
3. Burlington County Bldgs	(1) year	609-265-5011

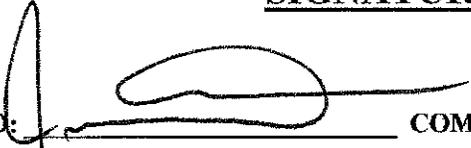
**THE COUNTY RESERVES THE RIGHT TO ADD OR
DELETE BUILDINGS AS NEEDED**

VARIATIONS: _____

TRI-STATE FIRE PROTECTION, INC.
445 DELSEA DRIVE
SEWELL, NEW JERSEY 08080

C2

SIGNATURE PAGE

SIGNED:  COMPANY: Allied Fire & Safety Equip. Co., Inc.

NAME: James V. Daniello ADDRESS: 517 Green Grove Road, Neptune, NJ 07754-0607
(PRINTED OR TYPED)

TITLE: Vice President

TELE#: 732-922-3399

DATE: 12/7/12

FAX#: 732-918-8668

TO : BOARD OF CHOSEN FREEHOLDERS
OF GLOUCESTER COUNTY

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 local time, at the Office of the Purchasing Agent, County Administration Building, 2nd Floor, 2 South Broad Street, Woodbury, New Jersey 08096.

The bidder further declares that he/she will contract to furnish all items in accordance with the prescribed specifications at the prices specified below.

BID PRICES:

Inspections of Various County Buildings

Water Systems

1. Gloucester County Justice Complex
Euclid & Hunter Streets
Woodbury, New Jersey 1 ANNUAL \$ _900.00__ 3 QUARTERLY \$ _1,050.00__

2. Gloucester County Clayton Complex
1200 N. Delsea Dr.
Clayton, New Jersey
A. Public Works Building
B. Highway Garage
C. Government Service Building 1 ANNUAL \$ _525.00__

3. Gloucester County
County House Rd. & Shady Lane
Clarksboro, New Jersey
A. Shady Lane Storage
B. 911 Backup Center 1 ANNUAL \$ _500.00__

4. Gloucester County Superintendent of Schools
Tanyard & Salina Rds.
Sewell, New Jersey (Deptford Twp) 1 ANNUAL \$ _250.00__
BILL DIRECTLY

5. Gloucester County Budd Blvd Complex
(Limited system)
Route 45 & Budd Blvd.
Woodbury, New Jersey 1 ANNUAL \$ _200.00__

6. Gloucester County Civil Court / OCH
26 Delaware Street 3rd fl.
Woodbury, New Jersey 1 ANNUAL \$ _900.00__

7. Offices @ 5-Points
211 County House Rd.
Washington Twp., New Jersey 1 ANNUAL \$ _250.00__

8. 5-Points Plaza
Rt. 41
Deptford, New Jersey 1 ANNUAL \$ 200.00

9. Bankbridge School – Alternative High School
870 Bankbridge Rd.
Sewell, New Jersey 1 ANNUAL \$ 525.00
BILL DIRECTLY

10. Bankbridge School – Elementary
870 Bankbridge Rd.
Sewell, New Jersey 1 ANNUAL \$ 450.00
BILL DIRECTLY

11. Health Services Dept.
204 E. Holly Ave.
Sewell, New Jersey 1 ANNUAL \$ 250.00

12. County Administrative Building
2 South Broad St.
Woodbury New Jersey 08096 1 ANNUAL \$ 800.00

13. Pitman Golf Course
501 Pitman Rd.
Sewell, New Jersey 1 ANNUAL \$ 500.00

14. GC Board of Elections
550 Grove Rd.
West Deptford, New Jersey 1 ANNUAL \$ 250.00

15. GCIT
Tanyard Road
Deptford, New Jersey
Contact: Bob Shannon
Phone: 856 468-1445 1 ANNUAL \$ 1,150.00
BILL DIRECTLY

ANSEL SYSTEMS

1. Gloucester County Prison (Justice Complex)
Hunter & Euclid Streets
Woodbury, New Jersey 1 ANNUAL \$ 195.00 1 SEMI-ANNUAL \$ 195.00

2. Bankbridge School – Alternative High School
870 Bankbridge Rd.
Sewell, New Jersey 1 ANNUAL \$ 195.00 1 SEMI-ANNUAL \$ 195.00
BILL DIRECTLY

3. Bankbridge School – Elementary
870 Bankbridge Rd.
Sewell, New Jersey 1 ANNUAL \$ 195.00 1 SEMI-ANNUAL \$ 195.00

BILL DIRECTLY

4. Pitman Golf Course – Kitchen
501 Pitman Rd.

Sewell, New Jersey 1 ANNUAL \$ 195.00__ 1 SEMI-ANNUAL \$ 195.00__

5. GCIT

Tanyard Road

Deptford, New Jersey 1 ANNUAL \$ 195.00__ 1 SEMI-ANNUAL \$ 195.00__

Contact: Bob Shannon

Phone: 856 468-1445

BILL DIRECTLY

Full Service Maintenance in

accordance with the specifications : Hourly Rate \$ 105.00__ Per Hour

Overtime/Holiday Rate \$ 160.00__ Per Hour

Discount on Parts % 20__

Contractor Data: To be completed by bidder.

1. The number of years your firm has been performing this type of specified services
. 40 years

2. The location of your office that will be responsible for managing this contract.

Name: Allied Fire & Safety Equipment Company, Inc.

Address: 517 Green Grove Road, PO Box 607, Neptune, NJ 07754-0607

Telephone No. 732-922-3399

3. The names and telephone numbers of management personnel to be contacted if problems
or emergencies occur:

Name: Ronald Banach

Telephone No.: 732-922-3399 (24/7 emergency #)

Name: James Daniello

Telephone No.: 732-922-3399 (24/7 emergency #)

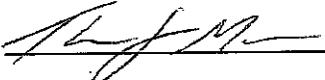
4. The name and telephone number of a responsible individual that can be contacted at all
times if service or information is requested by the Owner:

Name: Ronald Banach

Address: 517 Green Grove Road, PO Box 607, Neptune, NJ 07754-0607

C2

SIGNATURE PAGE

SIGNED: 

COMPANY: Oliver Sprinkler Co.

NAME: Thomas J Morrow
(PRINTED OR TYPED)

ADDRESS: 501 Fehelky Dr.

TITLE: Sales Representative

King of Prussia, PA 19406

DATE: 12/11/2012

TELE#: 610-277-1331

FAX#: 610-277-2837

TO : BOARD OF CHOSEN FREEHOLDERS
OF GLOUCESTER COUNTY

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 local time, at the Office of the Purchasing Agent, County Administration Building, 2nd Floor, 2 South Broad Street, Woodbury, New Jersey 08096.

The bidder further declares that he/she will contract to furnish all items in accordance with the prescribed specifications at the prices specified below.

BID PRICES:

Inspections of Various County Buildings

Water Systems

1. Gloucester County Justice Complex
Euclid & Hunter Streets
Woodbury, New Jersey 1 ANNUAL \$ 2,000.00 3 QUARTERLY \$ 1,050.00

2. Gloucester County Clayton Complex
1200 N. Delsea Dr.
Clayton, New Jersey
A. Public Works Building
B. Highway Garage
C. Government Service Building 1 ANNUAL \$ 500.00

3. Gloucester County
County House Rd. & Shady Lane
Clarksboro, New Jersey
A. Shady Lane Storage
B. 911 Backup Center 1 ANNUAL \$ 350.00

4. Gloucester County Superintendent of Schools
Tanyard & Salina Rds.
Sewell, New Jersey (Deptford Twp) 1 ANNUAL \$ 350.00
BILL DIRECTLY

5. Gloucester County Budd Blvd Complex
(Limited system)
Route 45 & Budd Blvd.
Woodbury, New Jersey 1 ANNUAL \$ 200.00

6. Gloucester County Civil Court / OCH
26 Delaware Street 3rd fl.
Woodbury, New Jersey 1 ANNUAL \$ 750.00

7. Offices @ 5-Points
211 County House Rd.
Washington Twp., New Jersey 1 ANNUAL \$ 200.00

8. 5-Points Plaza
Rt. 41
Deptford, New Jersey

1 ANNUAL \$ 200.00

9. Bankbridge School – Alternative High School
870 Bankbridge Rd.
Sewell, New Jersey
BILL DIRECTLY

1 ANNUAL \$ 400.00

10. Bankbridge School – Elementary
870 Bankbridge Rd.
Sewell, New Jersey
BILL DIRECTLY

1 ANNUAL \$ 350.00

11. Health Services Dept.
204 E. Holly Ave.
Sewell, New Jersey

1 ANNUAL \$ 200.00

12. County Administrative Building
2 South Broad St.
Woodbury New Jersey 08096

1 ANNUAL \$ 750.00

13. Pitman Golf Course
501 Pitman Rd.
Sewell, New Jersey

1 ANNUAL \$ 500.00

14. GC Board of Elections
550 Grove Rd.
West Deptford, New Jersey

1 ANNUAL \$ 200.00

15. GCIT
Tanyard Road
Deptford, New Jersey
Contact: Bob Shannon
Phone: 856 468-1445
BILL DIRECTLY

1 ANNUAL \$ 1,250.00

ANSEL SYSTEMS

1. Gloucester County Prison (Justice Complex)
Hunter & Euclid Streets
Woodbury, New Jersey

1 ANNUAL \$ N/A 1 SEMI-ANNUAL \$ N/A

2. Bankbridge School – Alternative High School
870 Bankbridge Rd.
Sewell, New Jersey
BILL DIRECTLY

1 ANNUAL \$ N/A 1 SEMI-ANNUAL \$ N/A

3. Bankbridge School – Elementary
870 Bankbridge Rd.
Sewell, New Jersey

1 ANNUAL \$ N/A 1 SEMI-ANNUAL \$ N/A

BILL DIRECTLY

4. Pitman Golf Course -- Kitchen
501 Pitman Rd.

Sewell, New Jersey 1 ANNUAL \$ N/A 1 SEMI-ANNUAL \$ N/A

5. GCIT
Tanyard Road

Deptford, New Jersey 1 ANNUAL \$ N/A 1 SEMI-ANNUAL \$ N/A

Contact: Bob Shannon
Phone: 856 468-1445

BILL DIRECTLY

Full Service Maintenance in accordance with the specifications : Hourly Rate

\$ 130.00 Per Hour ^{2 hr Response Time}

Overtime/Holiday Rate \$ 190.00 Per Hour

250.00 Per Hour ^{Sunday's + Holidays}

Discount on Parts

%

Contractor Data: To be completed by bidder.

1. The number of years your firm has been performing this type of specified services
55 years
2. The location of your office that will be responsible for managing this contract.

Name: Oliver Sprinkler Co.

Address: 501 Fehelley Dr.

Telephone No. 610-277-1331

3. The names and telephone numbers of management personnel to be contacted if problems or emergencies occur:

Name: Don Sweeten

Telephone No.: 610-277-1331 ext 303

Name: Emergency Line 24/7

Telephone No.: 610-277-1331 - Follow Prompts

4. The name and telephone number of a responsible individual that can be contacted at all times if service or information is requested by the Owner:

Name: Don Sweeten

Address: 501 Fehelley Drive King of Prussia, PA 19406

C2

SIGNED: 

COMPANY: SimplexGrinnell

NAME: Chris Algard
(PRINTED OR TYPED)

ADDRESS: 283 Gibraltar Road
Horsham PA 19044

TITLE: Sales Manager

TELE#: 215-347-6500

DATE: 12-10-12

FAX#: 215-682-7979

NOTICE TO ALL BIDDERS

TO : BOARD OF CHOSEN FREEHOLDERS
OF GLOUCESTER COUNTY

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 local time, at the Office of the Purchasing Agent, County Administration Building, 2nd Floor, 2 South Broad Street, Woodbury, New Jersey 08096.

The bidder further declares that he/she will contract to furnish all items in accordance with the prescribed specifications at the prices specified below.

BID PRICES:

Inspections of Various County Buildings

Water Systems

1. Gloucester County Justice Complex

Euclid & Hunter Streets

Woodbury, New Jersey 1 ANNUAL \$ 1850 3 QUARTERLY \$ 1070

2. Gloucester County Clayton Complex

1200 N. Delsea Dr.

Clayton, New Jersey

A. Public Works Building

B. Highway Garage

C. Government Service Building 1 ANNUAL \$ 1041

3. Gloucester County

County House Rd. & Shady Lane

Clarksboro, New Jersey

A. Shady Lane Storage

B. 911 Backup Center 1 ANNUAL \$ 475

4. Gloucester County Superintendent of Schools

Tanyard & Salina Rds.

Sewell, New Jersey (Deptford Twp) 1 ANNUAL \$ 230

BILL DIRECTLY

5. Gloucester County Budd Blvd Complex

(Limited system)

Route 45 & Budd Blvd.

Woodbury, New Jersey 1 ANNUAL \$ 115

6. Gloucester County Civil Court / OCH

26 Delaware Street 3rd fl.

Woodbury, New Jersey 1 ANNUAL \$ 925

7. Offices @ 5-Points

211 County House Rd.

Washington Twp., New Jersey 1 ANNUAL \$ 230

8. 5-Points Plaza
Rt. 41
Deptford, New Jersey 1 ANNUAL \$ 230

9. Bankbridge School – Alternative High School
870 Bankbridge Rd.
Sewell, New Jersey 1 ANNUAL \$ 1350
BILL DIRECTLY

10. Bankbridge School – Elementary
870 Bankbridge Rd.
Sewell, New Jersey 1 ANNUAL \$ 230
BILL DIRECTLY

11. Health Services Dept.
204 E. Holly Ave.
Sewell, New Jersey 1 ANNUAL \$ 230

12. County Administrative Building
2 South Broad St.
Woodbury New Jersey 08096 1 ANNUAL \$ 925

13. Pitman Golf Course
501 Pitman Rd.
Sewell, New Jersey 1 ANNUAL \$ 230

14. GC Board of Elections
550 Grove Rd.
West Deptford, New Jersey 1 ANNUAL \$ 230

15. GCIT
Tanyard Road
Deptford, New Jersey
Contact: Bob Shannon
Phone: 856 468-1445 1 ANNUAL \$ 1390
BILL DIRECTLY

ANSEL SYSTEMS

1. Gloucester County Prison (Justice Complex)
Hunter & Euclid Streets
Woodbury, New Jersey 1 ANNUAL \$ 100 1 SEMI-ANNUAL \$ 100

2. Bankbridge School – Alternative High School
870 Bankbridge Rd.
Sewell, New Jersey 1 ANNUAL \$ 100 1 SEMI-ANNUAL \$ 100
BILL DIRECTLY

3. Bankbridge School – Elementary
870 Bankbridge Rd.
Sewell, New Jersey 1 ANNUAL \$ 100 1 SEMI-ANNUAL \$ 100

BILL DIRECTLY

4. Pitman Golf Course – Kitchen
501 Pitman Rd.

Sewell, New Jersey 1 ANNUAL \$ 100 1 SEMI-ANNUAL \$ 100

5. GCIT

Tanyard Road

Deptford, New Jersey 1 ANNUAL \$ 350 1 SEMI-ANNUAL \$ 350

Contact: Bob Shannon

Phone: 856 468-1445

BILL DIRECTLY

Full Service Maintenance in

accordance with the specifications : Hourly Rate \$ 115 Per Hour

Overtime/Holiday Rate \$ 175 Per Hour

Discount on Parts % 20

Contractor Data: To be completed by bidder.

1. The number of years your firm has been performing this type of specified services
.150 years

2. The location of your office that will be responsible for managing this contract.

Name: SimplexGrinnell

Address: 283 Gibraltar Road Horsham PA 19044

Telephone No. 215-347-6500

3. The names and telephone numbers of management personnel to be contacted if problems
or emergencies occur:

Name: Steve Celino

Telephone No.: 215-347-6500

Name: Kathleen Covalesskie

Telephone No.: 215-347-6500

4. The name and telephone number of a responsible individual that can be contacted at all
times if service or information is requested by the Owner:

Name: Gerard Ingenito

Address: 283 Gibraltar Road Horsham Pa 19044

				NON-RESPONSIVE
	YES	NO	NO ANSWER	YES
Will you extend your prices to local government entities within the County				
Bid specifications sent to:	Arora Systems Group Construction Journal Affordable Fire Protection	Elite Fire Protection S.A. Commune Co. Inc. Approved Fire Protection	Center for Digital Gov. Mid Atlantic BX	Kistler O'Brien Fire Protection Legacy Fire Sprinkler Service
<i>This is a two year contract with 1 two year extension or 2 one year extensions.</i>				
Based upon the bids received, I recommend Allied Fire & Safety Equipment Co. Inc. be awarded a contract as the lowest responsive, responsible bidder.				
		Sincerely,		
		Robert J. McElrane		
		Assistant Purchasing Agent		

RESOLUTION AWARDING CONTRACT TO SOUTH JERSEY ENERGY ONE FOR ELECTRIC GENERATION SUPPLY SERVICE FOR PSE&G SECONDARY ACCOUNTS IN AN AMOUNT NOT TO EXCEED \$200,000.00, PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID PROCESS, EFFECTIVE THRU JUNE 2013 METER READINGS

WHEREAS, the South Jersey Power Cooperative requested bids for the supply and delivery of electricity for the South Jersey Power Cooperative (hereinafter "SJPC") and its units and sub units; and

WHEREAS, the County of Camden on behalf of the SJPC publicly advertised said bids for the purpose of procuring electric energy services and received and opened said bids from two vendors on October 20, 2011; and

WHEREAS, South Jersey Energy One was the lowest, responsive and responsible bidder for Electric Generation Service at the rate of \$.0775 per KWH; and

WHEREAS, the County of Gloucester is a participating unit in SJPC and, accordingly, is entitled to receive the benefits of the cooperative purchasing process; and

WHEREAS, the terms of the Agreement between the County of Gloucester as a participating unit and South Jersey Energy One, shall be as set forth in the master agreement between the SJPC and South Jersey Energy One; and

WHEREAS, funding for the respective contract shall be encumbered at the rate of \$.0775 per KWH to the limit of the budget appropriation for this purpose in accordance with N.J.A.C. 5:30-5.5(b)(2), and shall further be contingent upon the availability and appropriation of sufficient funds for this purpose in the County's 2013 permanent budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as a participating unit in the South Jersey Power Cooperative, that the contract is hereby authorized with South Jersey Energy One for electric supply service for the PSEG Secondary accounts, in amount not to exceed \$200,000.00 effective through the June 2013 meter readings, as per the master agreement between the SJPC and South Jersey Energy One.

BE IT FURTHER RESOLVED, that the Director of the Board and Clerk of the Board be and are hereby authorized to execute, if necessary, any contract or other document necessary to effectuate the award of this contract through the South Jersey Power Cooperative.

ADOPTED at a regular meeting, of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 23, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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



C3

EXECUTIVE SUMMARY

OCTOBER 2011 SJPC BID FOR RETAIL ELECTRICITY FOR PRIMARY AND SECONDARY-SERVICE ELECTRIC ACCOUNTS

BOARD OF CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER STATE OF NEW JERSEY

FREEHOLDER DIRECTOR Robert M. Damminger



PO Box 337 Woodbury, NJ 08096

Phone 856.853.3395 Fax 856.853.3495

rdamminger@co.gloucester.nj.us

www.gloucestercountynj.gov

New Jersey Relay Service-711

TO: GLOUCESTER COUNTY CO-OPERATIVE MEMBERS
FROM: Robert M. Damminger, Freeholder Director
DATE: December 6, 2011
RE: Electric Bid Summary and Results

On behalf of the participating members of the SJPC, bids for retail electric generation service were received by Camden County via online auction on **Thursday, October 20, 2011**. This document provides a summary of our bid strategy, process, results, savings projections and other pertinent information. If you have any questions concerning this document or process, you may feel free to contact your respective County Purchasing office or Dome-Tech, directly.

1.0 CONTACT INFORMATION, LOW BID PRICES AND CONTRACT SERVICE PERIOD

SJPC Consultant: Dome-Tech, Inc.
510 Thornall St., Suite 375
Edison, NJ 08837
Phone: 732-590-0122, Fax: 732-590-0129
Shawn Tejani (ext.116), Erik Miller (ext.125)

Winning Bidders: Hess Corporation
One Hess Plaza
Woodbridge, NJ 07095
Victoria Bukreeva
John Deese
Phone: 877-628-0677

South Jersey Energy
One North White Horse Pike
Hammonton, NJ 08037
John Spurlock
Judi Hall
Phone: 609-568-9028

Hess to serve:
PSE&G Primary accounts
PSE&G Secondary (street Light) account

SJE to serve:
ACE Primary accounts
ACE Secondary (street light) account

ed Bid Prices (by Utility Service Territory and Account/Meter Category):

ATLANTIC CITY ELECTRIC (ACE) SERVICE TERRITORY

Utility	Account Category (FP or CIEP)	Included Rate Classes	Account Type	Service Start	Service End	Contract Term	Low Bid Rate (Contracted Rate)	Winning Supplier	Hess	SJE
ACE	FP	MGS, AGS, DDC	Facilities, some Street Lights	Dec-11	Jun-13	18 Months	\$ 0.08695	HESS CORPORATION	\$ 0.08695	\$ 0.08700
ACE	FP	SPL and CSL	Street Lights only	Dec-11	Jun-13	18 Months	\$ 0.06000	SOUTH JERSEY ENERGY	\$ 0.60900	\$ 0.06000
ACE	CIEP	AGS-P and MGS-P	Primary Accounts (Large Facilities)	Jun-12	Jun-13	12 Months	\$ 0.08075	SOUTH JERSEY ENERGY	\$ 0.08095	\$ 0.08075

PUBLIC SERVICE ELECTRIC & GAS (PSE&G) SERVICE TERRITORY

Utility	Account Category (FP or CIEP)	Included Rate Classes	Account Type	Service Start	Service End	Contract Term	Low Bid Rate (Contracted Rate)	Winning Supplier	Hess	SJE
PSE&G	FP	GLP and LPL-S	Facilities only	Dec-11	Jun-13	18 Months	\$ 0.09582	NOT AWARDED	\$ 0.09650	\$ 0.09582
PSE&G	FP	BPL and PSAL	Street Lights only	Dec-11	Jun-13	18 Months	\$ 0.06195	HESS CORPORATION	\$ 0.06195	\$ 0.06200
PSE&G	CIEP	LPL-P and HTS	Primary Accounts (Large Facilities)	Jun-12	Jun-13	12 Months	\$ 0.08195	HESS CORPORATION	\$ 0.08195	\$ 0.08200

Please note the following:

- **“BGS-CIEP”** stands for **Basic Generation Service – Commercial and Industrial Energy Pricing**. These are the “PRIMARY-Service” accounts, and belong to only the largest energy users in the State. [In the entire SJPC, these are the only entities with this type of account: PSE&G: Camden County, Gloucester County, CCMUA, GCUA, Camden County College, Gloucester County College, Gloucester County Vocational-Technical School District and Borough of Collingswood. ACE: Camden County College, Gloucester County College and Gloucester County Vocational-Technical School]. All others are Secondary-Service.
- **“BGS-FP”** stands for **Basic Generation Service – Fixed Priced**. These are the “SECONDARY-Service” accounts. Within this FP Category, every participant’s accounts have been categorized even further (generally, according to whether the service is for a Facility or whether it is for Street Lighting).
- **Supply versus Delivery**. Please be reminded that the rates above are not inclusive of delivery charges from your local utility company. The utility delivery rates are regulated, and will typically be in the range of \$0.025-0.045/kWh. This delivery rate should be added to the rates above to determine an “all-in” electric rate.
- **Billing**. For the accounts included in this bid, you may now receive 2 separate bills for service; one from the utility and one from the energy supplier (Hess and/or SJE) that was the successful bidder for each respective account category. Most Participating Entities within Atlantic City Electric service territory will receive bills from both Hess and from South Jersey Energy (SJE). This is because Hess was the winner for the Facility accounts, and SJE was the winner for the Street Lighting accounts.

Service Period, PRIMARY-Service Accounts:

Service Start: June 2012 [begins with each account's June 2012 utility meter read date]
Service End: June 2013 [ends with each account's June 2013 utility meter read date]
Term of Service: 12 months

Service Period, SECONDARY-Service Accounts:

Service Start: December 2011 [begins with each account's December 2011 utility meter read date]
Service End: June 2013 [ends with each account's June 2013 utility meter read date]
Term of Service: 18 months

Please note this exception: The PSE&G Secondary-Service account category (Facilities) was not awarded; this is discussed in more detail, below.

2.0 BID DISCUSSION: BACKGROUND, SAVINGS PROJECTIONS, MARKET CONDITIONS, ETC.

SJPC Background:

From 2004 - 2009, the SJPC's bids for retail electric service included only Primary-service electric accounts; this is due to both their (hourly, market-priced) default rate structure as well as to penalties for not switching to a retail energy provider for service. For all other ("Secondary") electric accounts (which means the vast majority of SJPC participants), the least-cost option for electric service was to remain with the utility and receive default service [called Basic Generation Service ("BGS"); this is also commonly referred to as a customer's "Price to Compare"]. For most of the time since the inception of deregulation in 2003, retail market prices had not fallen to a point that would enable energy suppliers to offer savings versus the BGS; however, this condition changed in late 2008 and has continued into 2011.

When the opportunity for savings for Secondary-service accounts became apparent, Dome-Tech brought this to the attention of the SJPC. In order to move swiftly, Dome-Tech recommended that only the Counties-proper be included in 2009. In 2010, we were able to expand the program to include other local government entities within the SJPC counties. And with this year's bid, we have further expanded the program to include all secondary accounts (even street lighting). Our goal for all participants with secondary accounts is to secure fixed rates that are lower than the utility's BGS rates.

The SJPC bids continue to include the larger, Primary-service accounts; the goal for these accounts is to secure the lowest possible fixed rates to achieve budget certainty and longer-term rate stability. These Primary accounts also make our bid package very attractive to suppliers. The SJPC has accomplished these goals and has generated substantial savings for all participants.

As with previous bids, the County utilized an online reverse auction platform for supplier bidding. The auction style was a descending clock auction, with an Automatic Extension Feature. For larger energy procurement processes like that of the SJPC, we have found that the auction tool can be very effective in driving prices to their lowest possible levels on a given day. Our auction process for this bid helped us to achieve excellent results.

A Note About Future Savings: BGS Rates are Falling. It should be noted that, each February, our State's four (4) electric utility companies conduct an auction process to secure wholesale power supply to serve all

customers in New Jersey that receive BGS service (see www.bgs-auction.com for more information). The results of the auction process dictate the BGS rates that go into effect each June 1; our State's BGS rates are set and re-set every year. The BGS rates are falling; therefore, the savings opportunity represented by the gap between the BGS default utility price and the current retail market price is closing. Many accounts (PSE&G Secondary-service accounts, for instance) are already projected to not save versus the BGS Price to Compare; this is why this account category was not awarded in this recent bid process.

Account/Meter Categories, Product and Term:

Delivery locations for Participating Members in the SJPC span two electric utility service territories, PSE&G and Atlantic City Electric (ACE). Therefore, we must categorize our bid pricing by Utility Service Provider, as well as by each Utility's various rate classifications. These categories are outlined below:

Atlantic City Electric (ACE) Service Territory:

1. Primary accounts: Rate Classes AGS-Primary, MGS-Primary
2. Secondary accounts: Rate Classes AGS, MGS and DDC (mostly facilities)
3. Secondary accounts: Rate Classes SPL and CSL (mostly outdoor/street lighting)

Public Service Electric & Gas (PSE&G) Service Territory:

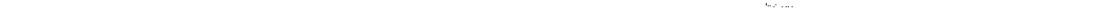
1. Primary accounts, Rate Classes LPL-P, HTS
2. Secondary accounts, Rate Classes GLP, LPL-S (mostly facilities)
3. Secondary accounts, Rate Classes BPL, PSAL (mostly outdoor/street lighting)

Most SJPC Participating Entities have electric accounts that fall into more than one category.

For account category #1, we requested all-inclusive fixed pricing for a 12-month period. For account categories #2 and #3, above, we requested all-inclusive fixed pricing for a 12-month and an 18-month period; the 18-month period was awarded. The service ending date for all accounts is intended to be uniform (June 2013).

Complete Bid Response Summary (including options not awarded) and Bid Award:

A total of five (5) energy suppliers responded to the initial bid package: Hess Corporation, South Jersey Energy, PPL EnergyPlus, Reliant Energy and Constellation/New Energy. Of these companies, two (2) suppliers ultimately participated in the online auction. The others were not able to participate due to a variety of contract exceptions that were deemed "material", and therefore unacceptable. The results of the auction (including all pricing options) are summarized below.



Utility	Account Category (FP or CIEP)	Included Rate Classes	Account Type	Service Start	Service End	Contract Term	Low Bid Rate (Contracted Rate)	Winning Supplier	Hess	SJE
ACE	FP	MGS, AGS, DDC	Secondary Accounts (facilities) and Street Lights	Dec-11	Dec-12	12 Months	\$ 0.09500	NOT AWARDED	\$ 0.09500	\$ 0.10000
ACE	FP	SPL and CSL	Street Lights only	Dec-11	Dec-12	12 Months	\$ 0.09500	NOT AWARDED	\$ 0.09500	\$ 0.10000
ACE	FP	MGS, AGS, DDC	Facilities; some Street Lights	Dec-11	Jun-13	18 Months	\$ 0.08695	HESS CORPORATION	\$ 0.08695	\$ 0.08700
ACE	FP	SPL and CSL	Street Lights only	Dec-11	Jun-13	18 Months	\$ 0.06000	SOUTH JERSEY ENERGY	\$ 0.60900	\$ 0.06000
ACE	CIEP	AGS-P and MGS-P	Primary Accounts (Large Facilities)	Jun-12	Jun-13	12 Months	\$ 0.08075	SOUTH JERSEY ENERGY	\$ 0.08095	\$ 0.08075
PSE&G	FP	GLP and LPL-S	Facilities only	Dec-11	Dec-12	12 Months	\$ 0.09900	NOT AWARDED	\$ 0.09900	\$ 0.11900
PSE&G	FP	BPL and PSAL	Street Lights only	Dec-11	Dec-12	12 Months	\$ 0.07000	NOT AWARDED	\$ 0.07000	no bid
PSE&G	FP	GLP and LPL-S	Facilities only	Dec-11	Jun-13	18 Months	\$ 0.09582	NOT AWARDED	\$ 0.09650	\$ 0.09582
PSE&G	FP	BPL and PSAL	Street Lights only	Dec-11	Jun-13	18 Months	\$ 0.06195	HESS CORPORATION	\$ 0.06195	\$ 0.06200
PSE&G	CIEP	LPL-P and HTS	Primary Accounts (Large Facilities)	Jun-12	Jun-13	12 Months	\$ 0.08195	HESS CORPORATION	\$ 0.08195	\$ 0.08200

PSE&G Secondary (Facility) Accounts NOT Awarded: The reason that the PSE&G Secondary-service Facility accounts (Rate Classes GLP and LPL-S) were not awarded is because the low bid rate was not lower than the Class Average Price-to-Compare for this category. These PSE&G Facility accounts are currently being served by Hess under their original contract, and will continue to be served at their existing bid rate until February 2012 (this was extended from their original expiration date). This category of accounts is being re-bid on December 15, 2011. Our goal is to generate savings for at least some of the accounts that fall within this category for the full 18-month contract period, and/or to generate savings for all accounts in this category, but for some period of time that is less than 18 months.

Performance and Projected Savings:

PRIMARY-Service Accounts

As compared to the SJPC's last bid for Primary-Service Accounts (conducted on July 22, 2010), the rates secured in this bid process are almost 12.5% lower for ACE Primary accounts and 0.6% lower for PSE&G Primary accounts. Below please find a comparison of bid prices and a summary of projected savings by Participant. Projected savings herein are based on contract rate-over-contract rate.

Comparison of Bid Results for PRIMARY-Service Accounts (2011 vs. 2010)

BID DATE AND SERVICE PERIOD	UTILITY SERVICE PROVIDER	
	PSE&G Accounts	ACE Accounts
7/22/2010, [Jun11-Jun12]	\$0.08246 / kWh	\$0.09225 / kWh
10/20/2011, [Jun12-Jun13]	\$0.08195 / kWh	\$0.08075 / kWh
Difference/Savings, \$	-\$0.00051/kWh	-\$0.01150/kWh
Difference/Savings, %	- 0.6%	- 12.5%



Projected Annual Cost Savings by Participant for PRIMARY-Service Accounts

Entity	Utility	Approximate Annual Usage (kWh)	Projected Cost Difference (Savings) for the One-Year Period Jun12-Jun13 <i>(current contract price vs. new bid price)</i>
CCMUA	PSE&G	32,343,000	(\$16,495)
Camden County	PSE&G	15,469,000	(\$7,889)
Camden County College	PSE&G	2,397,000	(\$1,222)
Gloucester County	PSE&G	3,215,000	(\$1,640)
GCUA	PSE&G	11,481,000	(\$5,855)
Collingswood	PSE&G	1,083,000	(\$552)
Camden County College	ACE	8,783,000	(\$101,005)
GCVTSD	ACE	5,267,000	(\$60,571)
Gloucester County College	ACE	5,169,000	(\$59,444)
		85,207,000	(\$254,672)

SECONDARY-Service Accounts

As stated above, the SJPC’s goal for Secondary-Service Accounts is to achieve savings versus the Utility’s Price to Compare. In order to determine whether a particular group of accounts is projected to achieve savings, we utilize the “class average” Price to Compare for the respective rate classes included in that category. However, please note that each account actually has its own, specific Price to Compare, which factors in the operating characteristics of the account. So, while the projections are based on the low bid rate versus the “class average” benchmark, actual savings are going to vary by account.

Below is our bid summary for the SECONDARY rate categories, which includes a column with the “Class Average” Price to Compare.

Utility	Account Category (FP or CIEP)	Included Rate Classes	Account Type	Contract Term	Last/Current Rate per kWh	Low Bid Rate (Contracted Rate)	Average Price to Compare	Savings (Low Bid Rate vs. PTC)	% Savings vs. PTC	Winning Supplier
ACE	FP	MGS, AGS, DDC	Facilities, some Street Lights	18 Months	\$ 0.09147	\$ 0.08695	\$ 0.1074	\$ 0.0204	19%	HESS CORPORATION
ACE	FP	SPL and CSL	Street Lights only	18 Months	n/a	\$ 0.06000	\$ 0.0943	\$ 0.0343	36%	SOUTH JERSEY ENERGY
PSE&G	FP	GLP and LPL-S	Facilities only	18 Months	\$ 0.09068	\$ 0.09582	\$ 0.0917	\$ (0.0041)	-4%	NOT AWARDED
PSE&G	FP	BPL and PSAL	Street Lights only	18 Months	n/a	\$ 0.06195	\$ 0.0670	\$ 0.0051	8%	HESS CORPORATION

For Atlantic City Electric Customers: If needed, this table can be used as a reference to identify the proper energy supplier (Hess or SJE) for each account. This can be done by cross-referencing the corresponding rate class on the utility bill with this table herein. Hess Corporation will be the provider for most facility electric



accounts; South Jersey Energy will be the provider for most outdoor/street lighting electric accounts.

Projected Savings for SECONDARY-Service Accounts

Atlantic City Electric:

- Facility accounts (Hess) are projected to save 19% versus the Class-Average PTC.
- Facility accounts (Hess) are projected to save 4.9% versus the last SJPC contract rate.
- Outdoor/Street Lighting accounts (SJE) are projected to save 36% versus the Class-Average PTC (These accounts were not formerly under contract).

PSE&G:

- Facility accounts (Hess) will be re-bid (low bid rate was not lower than the Class-Average PTC).
- Outdoor/Street Lighting accounts (Hess) are projected to save 8% versus the Class-Average PTC.

Additional Information

ACE Facility accounts were awarded to Hess Corporation for service start in December 2011 for 18 months; therefore, facility accounts in ACE territory will continue service with Hess at the new lower rate of \$0.08695/kWh. Additionally, any newly added ACE account with a Rate Class of "Monthly General Service", "Annual General Service" or "Direct Distribution Connection" will be enrolled with Hess as well. As compared to the SJPC's last bid for Secondary-service accounts, the new rates have decreased by approximately 4.9%.

PSE&G Street Lighting accounts were a new addition to this bid, and were awarded to Hess Corporation for a service start in December 2011 for 18 months. ACE Street Lighting accounts were awarded to South Jersey Energy for a service start in December 2011 for 18 months. As compared to the 2011 class-average BGS utility rates, the SJPC's savings are projected to be approximately 8% for PSE&G Street Lighting accounts and 36% for ACE Street Light accounts.

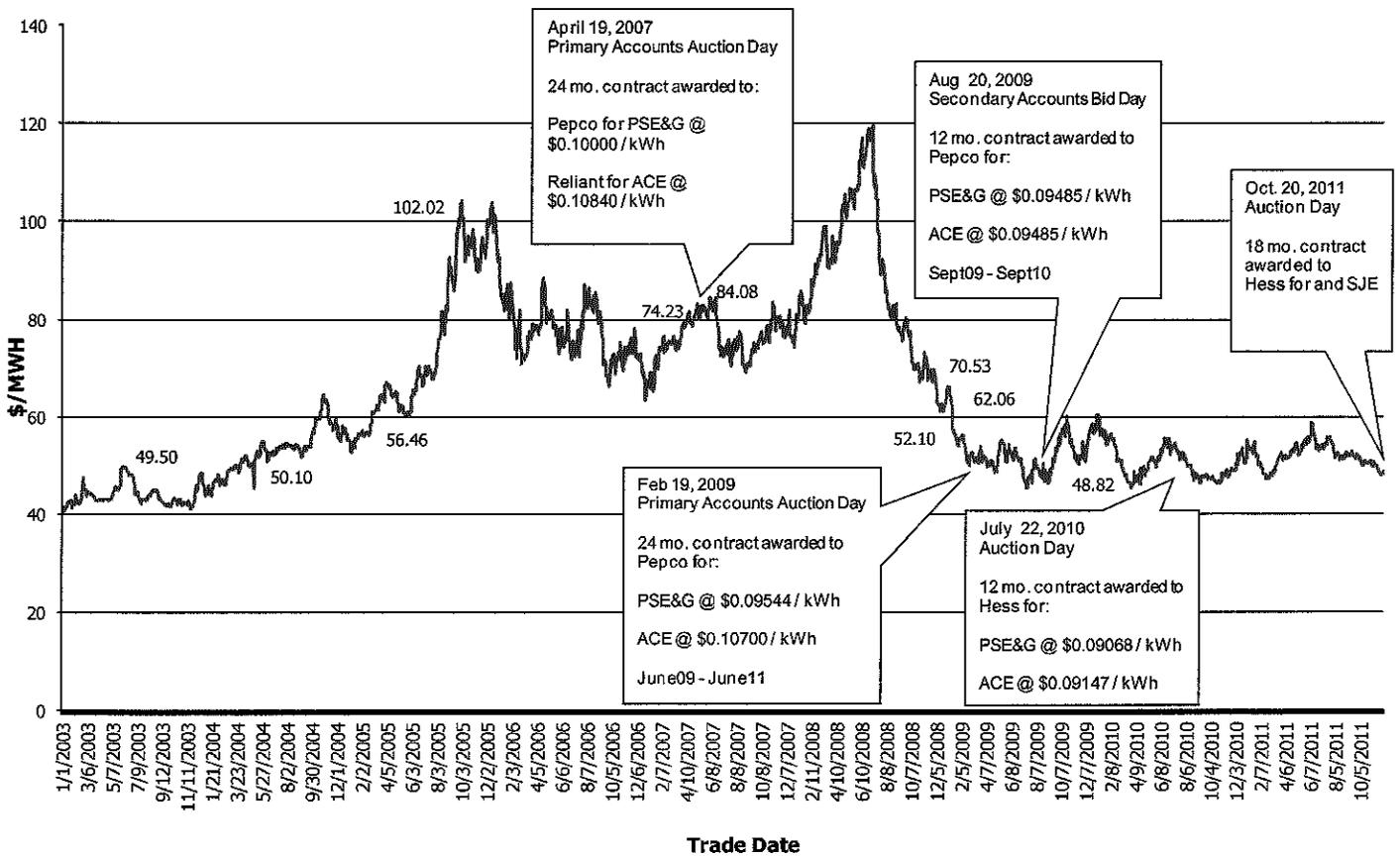
For an Entity-specific projection of anticipated cost savings under this contract, you may contact Dome-Tech directly.



Energy Market Conditions and SJPC Bid History:

Below please find a graph that shows the last several years' worth of market settlement prices for electricity. The graph shows the average closing prices of a rolling 12-month period of energy futures prices. The graph is representative of the commodity, alone; it does not include any of the additional supply/generation components (capacity, transmission, losses, ancillary services, etc.) that comprise a retail energy price. It is intended to provide an indication of the level of pricing that a particular customer might expect to see, but the graphs do not account for the specific load profile of any individual energy user. We have noted the

PJM West Electricity - 12 Month Strip



SJPC's recent electric bid history herein.

Ongoing Contract Support and Budget Assistance:

Throughout the course of this contract, you may contact Dome-Tech for assistance with contract questions, budgeting assistance, billing issues, or general energy-related questions.



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH GMH ASSOCIATES OF AMERICA FOR GRAFFITI REMOVAL SERVICES FOR COUNTY OWNED STRUCTURES FOR A TWO (2) YEAR PERIOD FROM JANUARY 23, 2013 TO JANUARY 22, 2015 FOR AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR

C4

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of bids for graffiti removal services to be utilized by the Highway Division of the County's Department of Public Works; and

WHEREAS, bids were publicly received and opened by the County for such services on November 8, 2012; and

WHEREAS, after following proper bidding procedure, it was determined by the County that GMH Associates of America, with an address at 5 Chelton Way, Trenton, NJ 08638, was the lowest responsive and responsible bidder to supply graffiti removal services for County owned structures, as per Bid PD 012-046; and

WHEREAS, the County's Purchasing Agent recommends that GMH Associates of America be awarded a contract for graffiti removal services on an as-needed basis to the County at the unit cost set forth in the bid proposal; and

WHEREAS, this contract shall be awarded for a two (2) year period from January 23, 2013 to January 22, 2015, with the option of the County to extend the contract for one (1) two year period, or two (2) one year period for an amount not to exceed \$20,000.00 per year at an hourly rate of \$90.00; and

WHEREAS, the contract is for estimated units of service, and thereby open ended, which does not obligate the County to make any purchase; so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, continuation of the contract beyond December 31, 2013 is conditioned upon the approval of the 2014 County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract for graffiti removal services, as per bid specification PD-012-046, be and is hereby awarded to GMH Associates of America, for the period January 23, 2013, through January 22, 2015, with the option of the County to extend the contract for one (1) two year period, or two (2) one year period, for an amount not to exceed \$20,000.00 for each contract term, in accordance with and pursuant to the bid submitted, and unit prices set forth within the bid proposal for the items as set forth hereinabove.

BE IT FURTHER RESOLVED that the Director of the Board and the Clerk of the Board are hereby authorized to execute any other documents necessary for the aforementioned purpose on behalf of the County of Gloucester.

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within awards, 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, January 23, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
GMH ASSOCIATES OF AMERICA**

THIS CONTRACT is made effective the **23rd** day of **January, 2013** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and, **GMH ASSOCIATES OF AMERICA**, with offices at 5 Chelton Way, Trenton, NJ 08638, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for graffiti removal services, as per bid PD 012-046, on a as needed basis for County structures, as directed by the Public Works Director, or his designee; and

WHEREAS, the Contractor represents that it is qualified to supply graffiti removal services to County where directed, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a two (2) year period commencing January 23, 2013 to January 22, 2015 with an option of the County to extend this Contract for one (1) two year period, or two (2) one year period.

2. **COMPENSATION.** The Contractor shall be compensated pursuant to and subject to all terms and provisions of the Bid Specifications identified as PD 012-046 (hereinafter "Specifications"), with a Contract amount not to exceed \$20,000.00 per year, at an hourly rate of \$90.00 for the initial contract term, and any extended terms.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are both incorporated into, and made part of this Contract by reference. Contractor shall supply graffiti removal services as directed by the Public Works Director, or designee, to the County on an as-needed basis.

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

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

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

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

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

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

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

this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

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

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

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

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

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

period during which the County is so prevented.

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications identified as PD 012-046, and the bidder's bid package, all of which are referred

to and incorporated herein. Should there occur a conflict between this form of contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the bid package, then this Contract and the Specifications shall prevail.

THIS CONTRACT is made effective the **23rd** day of **January, 2013**.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GMH ASSOCIATES OF AMERICA

By:
Title:

C4

SIGNATURE PAGE

SIGNED [Signature] COMPANY FREEDOM SPECIALTY SERVICES
NAME (TYPE) MATTHEW D. MATHEW ADDRESS 1595 IMPERIAL WAY
TITLE VICE PRESIDENT SUITE 112
DATE 11/7/12 CITY WEST DPTFORD STATE NJ
TELE # 800-878-2111 ZIP 28066
FAX # 856-218-8645 E-MAIL M.MATHEW@FREEDOMSSI.COM

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

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

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

HOURLY RATE

Per Hour \$ 110

VARIATIONS:

NONE

C4

SIGNATURE PAGE

SIGNED  COMPANY GMH Associates of America, Inc
NAME (TYPE) Anthony Gennido ADDRESS 5 Chelton Way
TITLE Vice President Customer Service & Sales
DATE 11/5/2012 CITY Trenton STATE NJ
TELE # 609-396-4751 ZIP 08638
FAX # 609-396-1067 E-MAIL GMH Associates of America, Inc

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

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

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

HOURLY RATE

Per Hour \$ 90⁰⁰ *90*
Offer
VP/Custom Service
and Sales

VARIATIONS: _____

4

PD 012-046
 Bid Opening 1/18/2012 10:00am

1/17/2013

GRAFFITI REMOVAL SERVICES FOR COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBER CK-01-GC			Vendor: GMH Associates of America 5 Chelton Way Trenton, NJ 08638 Anthony Genniro 609 396-4751 609 396-1067 Fax	Vendor: Freedom Specialty Services 1395 Imperial Way Ste. 112 West Deptford, NJ 08066 Matthew Mahon 800 878-2111 856 218-8645 Fax	
ITEM	DESCRIPTION				
	Hourly Rate				
	For Graffiti Removal Services	\$90.00 Per Hour	\$110.00 Per Hour		
	Variations:	None	None		
	Will you extend your prices to local government entities within the County	Yes	Yes		
	THIS IS A TWO (2) YEAR CONTRACT WITH ONE (1) TWO YEAR EXTENSION OR TWO (2) ONE YEAR EXTENSIONS				
	Bid specifications sent to:	Prime Vendor iSqft Blue Stripes Property	Precision Power Wash Thesing Companies Eastern Janitorial	Construction Journal All Clean Building Services Industrial Commercial Cleaning Group	
	Based upon the bids received, I recommend that GMH Associates of America be awarded a contract as the lowest responsive, responsible bidder.		Sincerely, Robert J. McElrane Assistant Purchasing Agent		

C5

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH CHAMPION UNIFORM RENTAL FOR UNIFORM RENTALS FOR MOSQUITO CONTROL, FLEET MANAGEMENT AND ANIMAL SHELTER FOR A THREE (3) YEAR PERIOD FROM JANUARY 1, 2013 TO DECEMBER 31, 2015 IN THE AMOUNT NOT TO EXCEED \$40,404.60

WHEREAS, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids for the supply and delivery of uniforms for Mosquito Control, Fleet Management and Animal Shelter; and

WHEREAS, after following proper public bidding procedure, it was determined that Champion Uniform Rental with an office located at 309 new Brunswick Ave, Fords, New Jersey 08863, was the lowest responsive and responsible bidder to perform said services, in an amount not to exceed \$40,404.60 for the three year contract, as more specifically described in the bid specifications of PD-012-051; and

WHEREAS, bids were publicly received and opened on November 27, 2012; and

WHEREAS, this contract shall be for estimated units of services, on an as-needed basis, in an amount not to exceed \$40,404.60, from January 1, 2013 to December 31, 2015. The Contract is therefore, open-ended which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the second and third year is conditioned upon the approval of the 2014 and 2015 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and Champion Uniform Rental for the supplying and delivery of uniforms to Mosquito Control, Fleet Management and Animal Shelter as per PD-012-051, from January 01, 2013 to December 31, 2015, in an amount not to exceed \$40,404.60 for the three year contract.

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 from each of the Departments listed 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, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C5

**CONTRACT BETWEEN
CHAMPION UNIFORM RENTAL
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the **1st** day of **January 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "County", and **CHAMPION UNIFORM RENTAL**, with offices at 309 New Brunswick Ave, Ford, New Jersey 08863 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the rental of uniforms for Mosquito Control, Fleet Management and Animal Shelter , as set forth in PD-012-051; and

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

WHEREAS, the Vendor represents that it is qualified to supply and deliver said supplies and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one (3) year commencing January 1, 2013 and concluding December 31, 2015 with the option of the County to extend this Contract for one (1) two year period or two (2) one year period.
2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-012-051, for a minimum contract amount of zero and a maximum contract amount of \$40,404.60 for three years; for the supply and delivering of uniforms for the Gloucester County Departments of Mosquito Control, Fleet Management and Animal Shelter.

The County shall place an order with vendor as needed via a purchase order. Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-012-051, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

The vendor or subcontractor 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-012-051, 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 Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the 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 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 Contractor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

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

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

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

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

11. **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 Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to

prevent County from pursuing any other remedy to which it may be entitled.

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

13. **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.

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

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

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

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

18. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at 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 Contractor's services.

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

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

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 authorize County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-012-051, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 1st day of January, 2013.

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 and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAMPION UNIFORM FRENTAL

TRUDY DIXON, PRESIDENT

C5

SIGNATURE PAGE

SIGNED: Lindy Nixon

COMPANY: Champion Uniform Supply, Inc

NAME: Trudy Dixon
(PRINTED OR TYPED)

ADDRESS: 309 New Brunswick Ave
Fords NJ 08863

TITLE: President

TELE #: 732.738.4545

DATE: 11/26/2012

FAX #: 732.738.1632

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

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

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

MOTOR POOL DEPARTMENT

MANTUA YARD - 45 LENAPE AVE. MANTUA, NEW JERSEY

4 EMPLOYEES

2 MEN (LIGHT BLUE SHIRTS/DARK BLUE PANTS - 6 CHANGES)

2 MAN EXECUTIVE (WHITE SHIRT/DARK BLUE PANTS - 6 CHANGES)

CLAYTON YARD - DELSEA DRIVE, CLAYTON, NEW JERSEY

5 EMPLOYEES

5 MEN (LIGHT BLUE SHIRTS/DARK BLUE PANTS - 6 CHANGES)

1ST YEAR MONTHLY COST: SUMMER: \$ 273.⁰⁰, WINTER: \$ 273.⁰⁰

TOTAL ANNUAL COST: \$ 3276.⁰⁰ /YEAR

2ND YEAR MONTHLY COST: SUMMER: \$ 273.⁰⁰, WINTER: \$ 273.⁰⁰

TOTAL ANNUAL COST: 2ND YEAR \$ 3276.⁰⁰ YEAR

3RD YEAR MONTHLY COST: SUMMER: \$ 273.⁰⁰, WINTER: \$ 273.⁰⁰

TOTAL ANNUAL COST: 3RD YEAR \$ 3276.⁰⁰ YEAR

ANIMAL SHELTER

1200 N. DELSEA DRIVE, CLAYTON, NEW JERSEY

19 EMPLOYEES

10 EA. ANIMAL CONTROL OFFICERS (GOLF SHIRTS/CARGO PANTS - 6 CHANGES)

9 EA. ANIMAL ATTENDANTS (SCRUB RENTAL-6 CHANGES)

LOCKER SYSTEM IS NOT CURRENTLY IN USE AT THE ANIMAL SHELTER

1ST YEAR MONTHLY COST: \$ 576.35

TOTAL ANNUAL COST: \$ 6916.20 YEAR

2ND YEAR MONTHLY COST: \$ 576.35

TOTAL ANNUAL COST: 2ND YEAR \$ 6916.20 YEAR

3RD YEAR MONTHLY COST: \$ 576.35

TOTAL ANNUAL COST: 3RD YEAR \$ 6916.20 YEAR

MOSQUITO CONTROL

MOTOR POOL YARD CLAYTON, NJ

9 EMPLOYEES

7 MEN (LIGHT BLUE SHIRTS/DARK BLUE PANTS - 6 CHANGES)

1 MAN (100% COTTON UNIFORMS, SAME AS ABOVE - 6 CHANGES)

1 MAN (WHITE SHIRTS/DARK BLUE PANTS - 6 CHANGES)

1ST YEAR MONTHLY COST: SUMMER: \$ 273.00, WINTER: \$ 273.00

TOTAL ANNUAL COST: \$ 3276.00 /YEAR

2ND YEAR MONTHLY COST: SUMMER: \$ 273.00, WINTER: \$ 273.00

TOTAL ANNUAL COST: 2ND YEAR \$ 3276.00 /YEAR

3RD YEAR MONTHLY COST: SUMMER: \$ 273.00, WINTER: \$ 273.00

TOTAL ANNUAL COST: 3RD YEAR \$ 3276.00 /YEAR

GRAND TOTAL: \$ 40,404.60

START UP DATE: 1/15/2013

VARIATIONS: _____

CLO

RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH DEER CARCASS REMOVAL SERVICE FOR THE REMOVAL OF DEER CARCASSES ON COUNTY ROADWAYS FOR A TWO (2) YEAR PERIOD FROM JANUARY 23, 2013 TO JANUARY 22, 2015 IN AN AMOUNT NOT TO EXCEED \$60,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the "County") previously entered into a contract on February 2, 2011 with Deer Carcass Removal Service, for the pickup and removal of deer carcass on countywide roadsides, within the County as per Bid PD#011-008; and

WHEREAS, the specifications for the said contract provided for an extension, at the option of the County, for an additional two (2) year period; and

WHEREAS, the County's Purchasing Agent and County's Public Works Department have recommended that the option to extend be exercised for the said contract, extending the term for two (2) years beginning January 23, 2013 and ending January 22, 2015 for an amount not to exceed \$60,000.00 per year with the rate of \$55.00 per deer removed; and

WHEREAS, the said contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required regarding the extension at this time; and

WHEREAS, continuation of the said contract beyond December 31, 2013 is conditioned upon the approval of the 2014 County Budget; and

WHEREAS, all other terms and provisions of the previously executed contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend its aforesaid contract with Deer Carcass Removal Service to the County in accordance with Bid PD#011-008 for an additional two (2) year period from January 23, 2013 to January 22, 2015 for an amount not to exceed \$60,000.00 per year; so that the County's Purchasing Agent is hereby directed to inform Deer Carcass Removal Service of the extension; and,

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the said contract, that a certification shall be obtained from the Purchasing Agent of the County 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 and State of New Jersey held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

06

<p>PD 011-008 Bid Opening 1/14/2011 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR COUNTYWIDE ROADSIDE DEER CARCASS REMOVAL</p>		<p>VENDOR: Deer Carcass Removal Service 140 Meirs Rd. PO Box 328 Cream Ridge, NJ 08514 George Wilhelm 800 509-1420 609 259-3798 Fax</p>
<p>ITEM</p>	<p>DESCRIPTION</p>	<p>Amount</p>
<p>1</p>	<p>Price per Pickup and Disposal</p>	<p>\$55.00 Per Removal</p>
	<p>Completion Days</p>	
	<p>Variations: (if any)</p>	<p>NONE</p>
	<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>
	<p>Bid specifications sent to:</p>	<p>East Coast Enviro. LLC Prime Vendor</p>
	<p>This is a two year contract with the option to extend for 2 one year periods or 1 two year period.</p>	
	<p>Based upon the bids received, I recommend Deer Carcass Removal Service be awarded the contract as the lowest responsive, responsible bidder.</p>	
		<p>Sincerely,</p>
		<p>Robert J. McErlane Assistant Purchasing Agent</p>

C7

RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACTS TO DYER QUARRY, INC. IN THE AMOUNT OF \$24,198.18 AND XYLEM DEWATERING SOLUTIONS, INC. (GODWIN PUMPS) IN THE AMOUNT OF \$55,115.50 FOR HURRICANE SANDY STORM DAMAGE

WHEREAS, the award of a contract by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency construction and repair work for the Engineering Project "Hurricane Sandy Storm Damage Repairs", Project #12-10 (hereinafter the "Emergency Project") was made by the County on November 2, 2012 to Dyer Quarry, Inc. (hereinafter "Dyer") and Xylem Dewatering Solutions, Inc. (Godwin Pumps) (hereinafter "Xylem"); and

WHEREAS, the said contract was exempt from public bidding, as it was required for an imminent flooding emergency resulting from Hurricane Sandy storm damage, as set forth in N.J.S.A. 40A:11-6, as certified by Vincent M. Voltaggio, P.E., County Engineer; and

WHEREAS, the County Engineer, Vincent M. Voltaggio, P.E., notified Peter Mercanti, the County Purchasing Agent, of the need for the said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the labor and materials necessary for the emergency work to be performed, and contracted with Dyer, with an office address of PO Box 188, Rock Hollow Road, Birdsboro, PA 19508, for the provision of 12"-18" rock (R5 Rip Rap) and delivery of such rock to the project location required for the Emergency Project for a total amount of \$24,198.18; and Xylem, with an office address of 84 Floodgate Road, Bridgeport, NJ 08014, for the provision of the rental of Godwin Pumps and associated equipment and manpower for set-up, operation and breakdown (return) of said pumps at the project location as required for repair of the levy on Floodgate Road required for the Emergency Project for a total amount of \$55,115.50; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the Emergency Project in the amount of \$24,198.18, pursuant to C.A.F. #12-11073, which amount shall be charged against budget line item 2-01-20-165-001-20203; and in the amount of \$55,115.50, pursuant to C.A.F. #12-11322, which amount shall be charged against budget line item 2-01-20-165-001-20203 for a combined project total of \$79,313.68.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to Dyer and Xylem for the Emergency Project, pursuant to, and in accordance with, the Emergency Provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute the emergency contract with Dyer for the Project in the total amount of TWENTY-FOUR THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS AND EIGHTEEN CENTS (\$24,198.18) and Xylem for the project in the amount of FIFTY-FIVE THOUSAND ONE HUNDRED FIFTEEN DOLLARS AND FIFTY CENTS (\$55,115.50), for a combined project total of SEVENTY-NINE THOUSAND THREE HUNDRED THIRTEEN DOLLARS AND SIXTY-EIGHT CENTS (\$79,313.68) per the time and materials prices submitted in Dyer's quote and Xylem's invoices, and subject to all conditions and requirements of the quote and invoices for the Emergency Project issued by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 23, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

67

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
DYER QUARRY, INC.**

THIS CONTRACT is made effective this 23rd day of **January 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **DYER QUARRY, INC.**, a New Jersey Corporation, with offices at P.O. Box 188, Rock Hollow Road, Birdsboro, PA 19508, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for 12"-18" rock (R5 Rip Rap) and delivery of such rock to the project location as required for repair of the levy on Floodgate Road concerning the Emergency Project known as "Hurricane Sandy Storm Damage Repairs", Engineering Project #12-10 (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services upon being given a Notice to Proceed by the County Engineer; and this Contract shall be effective for the length of time necessary for the actual completion of the Project.

2. **COMPENSATION.** Contractor shall be compensated in accordance with the unit prices as set forth in its invoices dated November 23, 2012 and November 28, 2012 (hereinafter the "Invoices") for a total amount of \$24,198.18 for the labor and materials required for the Project.

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Prices Quoted, which are incorporated herein, and made a part hereof by reference. The Contractor shall undertake and complete the Project in accordance with the Prices Quoted, and as requested and directed by the County Engineer.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Prices Quoted, and all applicable laws, statutes, regulations, rules and ordinances.

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

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **ALTERNATIVE DISPUTE RESOLUTION.**

A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of January 23, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

DYER QUARRY, INC.

BY: _____

(Please Print Name)

(Please Print Title)

09

R2-11439

DYER QUARRY, INC.
P.O. BOX 188
BIRDSBORO, PA 19508
610-582-6010

INVOICE 107447

PAGE 1

DATE 11/23/12 12:0

TERMS Net 30 Days

ACCOUNT NO. GLOCOU

SOLD TO GLOUCESTER COUNTY PUBLIC WOI
1200 N DELSEA DR
CLAYTON, NJ 08312

FLOODGATE RD
LOGAN TWP, NJ
PO# 122112FS

Ticket	Date	PO	Order	Location	Product	Qty	Material		Freight		Fee	Tax	Total
							Rate	Amount	Rate	Amount			
619210	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.01	14.00	294.14	16.50	346.67	0.00	0.00	640.81
619211	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	20.35	14.00	284.90	16.50	335.78	0.00	0.00	620.68
619213	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.47	14.00	300.58	16.50	354.26	0.00	0.00	654.84
619215	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.96	14.00	307.44	16.50	362.34	0.00	0.00	659.78
619218	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.46	14.00	300.44	16.50	354.09	0.00	0.00	654.53
619224	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	19.79	14.00	277.06	16.50	326.54	0.00	0.00	603.60
619233	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	20.99	14.00	293.86	16.50	346.34	0.00	0.00	640.20
619234	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.19	14.00	296.66	16.50	349.64	0.00	0.00	646.30
619241	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.52	14.00	301.28	16.50	355.08	0.00	0.00	658.36
619248	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.19	14.00	296.66	16.50	349.64	0.00	0.00	646.30
619254	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.20	14.00	296.80	16.50	349.80	0.00	0.00	646.60
619255	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.59	14.00	302.26	16.50	356.24	0.00	0.00	658.50
619257	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.18	14.00	296.52	16.50	349.47	0.00	0.00	645.95
619259	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.06	14.00	294.84	16.50	347.49	0.00	0.00	642.33
619275	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.65	14.00	303.10	16.50	357.23	0.00	0.00	660.33
619276	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.68	14.00	303.52	16.50	357.72	0.00	0.00	661.24
619277	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	20.78	14.00	290.92	16.50	342.87	0.00	0.00	633.79
619282	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.39	14.00	299.46	16.50	352.94	0.00	0.00	652.40
619283	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.05	14.00	294.70	16.50	347.33	0.00	0.00	642.03
619286	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.92	14.00	306.88	16.50	361.60	0.00	0.00	668.56
619287	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	20.52	14.00	287.28	16.50	338.58	0.00	0.00	625.86
619288	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	20.78	14.00	290.92	16.50	342.87	0.00	0.00	633.79
619289	11/23/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.73	14.00	304.22	16.50	358.55	0.00	0.00	662.77
Sub-total			101		R5 RIP RAP -	487.46	Ton	6,824.44		8,043.15	0.00	0.00	14,867.59

O.C.D.
#1211010
GLO

Invoice Total 487.46 Ton \$6,824.44 \$8,043.15 \$0.00 \$0.00 \$14,867.59

Total Invoice ---> \$14,867.59

RZ-11439

DYER QUARRY, INC.
 P.O. BOX 188
 BIRDSBORO, PA 19508
 610-582-6010

INVOICE 107535
 PAGE 1
 DATE 11/29/12 12:00
 TERMS Net 30 Days

ACCOUNT NO. GLOCOU

SOLD TO GLOUCESTER COUNTY PUBLIC WOI
 1200 N DELSEA DR
 CLAYTON, NJ 08312

FLOODGATE RD
 LOGAN TWP, NJ
 PO# 122112FS

Ticket	Date	PO	Order	Location	Product	Qty	Material		Freight		Fee	Tax	Total
							Rate	Amount	Rate	Amount			
619610	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	22.61	14.00	316.54	16.50	373.07	0.00	0.00	689.61
619613	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.02	14.00	294.28	16.50	346.83	0.00	0.00	641.11
619615	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.09	14.00	295.26	16.50	347.99	0.00	0.00	643.25
619618	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	20.76	14.00	290.64	16.50	342.54	0.00	0.00	633.18
619647	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	22.90	14.00	320.60	16.50	377.85	0.00	0.00	698.45
619655	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.38	14.00	299.32	16.50	352.77	0.00	0.00	652.09
619657	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.92	14.00	306.88	16.50	361.68	0.00	0.00	668.56
619667	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.63	14.00	302.82	16.50	356.90	0.00	0.00	659.72
619697	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	22.93	14.00	321.02	16.50	378.35	0.00	0.00	699.37
619699	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.73	14.00	304.22	16.50	358.55	0.00	0.00	662.77
619700	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	22.80	14.00	319.20	16.50	376.20	0.00	0.00	695.40
619701	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	22.93	14.00	321.02	16.50	378.35	0.00	0.00	699.37
619702	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	20.94	14.00	293.16	16.50	345.51	0.00	0.00	638.67
619703	11/29/12	1122112FS	101	LOCAL	R5 RIP RAP -1	21.28	14.00	297.92	16.50	351.12	0.00	0.00	649.04
Subtotal						305.92	Ton	4,282.88		5,047.71	0.00	0.00	9,330.59

P.O.# 12-10753

Invoice Total 305.92 Ton \$4,282.88 \$5,047.71 \$0.00 \$0.00 \$9,330.59

Total Invoice > \$9,330.59

07

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
XYLEM DEWATERING SOLUTIONS, INC.**

THIS CONTRACT is made effective this 23rd day of **January 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **XYLEM DEWATERING SOLUTIONS, INC.**, a New Jersey Corporation, with offices at 84 Floodgate Road, Bridgeport, NJ 08014, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for rental of Godwin Pumps and associated equipment and manpower for set-up, operation and breakdown (return) of said pumps at the project location as required for repair of the levy on Floodgate Road concerning the Emergency Project known as "Hurricane Sandy Storm Damage Repairs", Engineering Project #12-10 (hereinafter the "Project"); and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services upon being given a Notice to Proceed by the County Engineer; and this Contract shall be effective for the length of time necessary for the actual completion of the Project.

2. **COMPENSATION.** Contractor shall be compensated in accordance with the unit prices as set forth in its invoices dated November 1, 2012 through November 13, 2012 (hereinafter the "Invoices") for a total amount of \$55,115.50 for the labor and materials required for the Project.

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the invoices, which are incorporated herein, and made a part hereof by reference. The Contractor shall undertake and complete the Project in accordance with the Invoices, and as requested and directed by the County Engineer.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Invoices, and all applicable laws, statutes, regulations, rules and ordinances.

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

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **ALTERNATIVE DISPUTE RESOLUTION.**

A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Invoices, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, and the Invoice, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of **January 23, 2013**.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

XYLEM DEWATERING SOLUTIONS, INC.

BY:

(Please Print Name)

(Please Print Title)

R2-11558

Xylem

Lets Solve Water

godwin



Sold by:

Invoice 80-712-11522

Branch 001
84 Floodgate Road
Bridgeport, NJ 08014-0191
Tel: 856-467-3636
Fax: 856-467-4841

Remit to: Xylem Dewatering Solutions, Inc.

P.O. Box 935152
Atlanta, GA 31193-5152
Phone: 856-467-3636

S County of Gloucester
L Attn: Purchasing Department
D PO Box 337
T Woodbury NJ 08096-7337

S County of Gloucester
H Floodgate Road Sluice Gate
I Bridgeport, NJ 08014
P
T

Customer No.	Invoice Date	Invoice No.
00006366	11-01-2012	400263446

Page 1 of 1

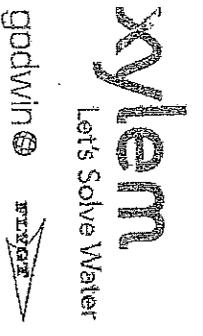
Customer PO #	Ordered By	Contract Date	Service Contract #	Sales Representative	Ordered by	Payment Terms
		10-27-2012	201035340	Mark L. Michael	Mark L. Michael	Net 30

QTY	ITEM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
7.50	LABOROT	Labor Overtime Rate	165.00	1,237.50
7.50	LABOROT	Labor Overtime Rate	165.00	1,237.50
7.50	LABOROT	Labor Overtime Rate	165.00	1,237.50
7.50	LABOROT	Labor Overtime Rate	165.00	1,237.50
6	LABOROT	Labor Overtime Rate	165.00	990.00
6	LABOROT	Labor Overtime Rate	165.00	990.00
8	20000LBROLLBACK	20,000 # Rollback/Boom truck	175.00	1,312.50
8	20000LBROLLBACK	20,000 # Rollback/Boom truck	175.00	1,312.50

RECEIVED
NOV 09 2012
OFFICE OF THE
COUNTY ENGINEER

ALL PAST DUE INVOICES ARE SUBJECT TO
1.12% PER MONTH SERVICE CHARGE

Retain	Labor	Shipping	Misc. Charges	Taxes
\$ 0.00	\$ 8,167.50	\$ 0.00	\$ 2,625.00	\$ 0.00
Total Invoice				\$ 10,792.50



Sold by:

INVOICE
 Branch 001
 84 Floodgate Road
 Bridgeport, NJ 08014-0191
 Tel: 856-467-3636
 Fax: 856-467-4841

F U X I C I D C C

Remit to:

Xylem Dewatering Solutions, Inc.
 P.O. Box 935152
 Atlanta, GA 31193-5152
 Phone: 856-467-3636

S
 O County of Gloucester
 L Attn: Purchasing Department
 D PO Box 337
 T Woodbury, NJ 08096-7337

S
 H County of Gloucester
 I Floodgates
 P Floodgate Road
 T Bridgeport, NJ 08014

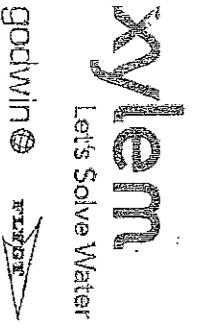
Cust. No.	Invoice Date	Invoice No.
00006366	11-12-2012	400265625

Page 1 of 2

Customer PO #	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
		10-27-2012	201035266	Mark L. Michael	Todd Legg	Net 30
QTY	ITEM	DESCRIPTION	PER	DW/M	RATE	AMOUNT
Rental 10/27/2012 Thru 11/08/2012 *Return*						
1	B-1128	Godwin DPC300 12" 6068T-PG SB 150G • 12" QD SUCTION AND DISCHARGE	2	W		
1	B-1635	Godwin DPC300 12" 6068T SB 150G	2	W		
1	B-1749	Godwin DPC300 12" 6068T SB 150G	2	W		
1	B-1405	Godwin DPC300 12" 6068T SB 150G	2	W		
1	RC538	Godwin Road Crossing 12" x 12' Span Flanged • W/ 12" QD FITTINGS	2	W		
1	RC-295	Godwin Road Crossing 12" x 12' Span Flanged	2	W		
1	RC-219	Godwin Road Crossing 12" x 12' Span Flanged	2	W		
12	HSWS120010QDDR	12" x 10' Black Water Suction Hose W/QD	2	W		
1	BN120SBQDG000R	12" QD Step Bow	2	W		
4	BN12045QDDG000R	12" 45 Degree QD Bend	2	W		

RECEIVED
 DEC 14 2012
 OFFICE OF THE
 COUNTY ENGINEER

ALL PAST DUE INVOICES ARE SUBJECT TO
 1 1/2% PER MONTH SERVICE CHARGE



Invoice
Branch 001
84 Floodgate Road
Bridgeport, NJ 08014-0191
Tel: 856-467-3636
Fax: 856-467-4841

P.O. # 12-11566

Remit to: Xylem Dewatering Solutions, Inc.
P.O. Box 935152
Atlanta, GA 31193-5152
Phone: 856-467-3636

S
O
L
D
T
O
County of Gloucester
Attn: Purchasing Department
PO Box 337
Woodbury, NJ 08096-7337

S
H
I
P
T
O
County of Gloucester
Floodgates
Floodgate Road
Bridgeport, NJ 08014

Cust. No.	00006366	Invoice Date	11-12-2012	Invoice No.	400265625
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Page 2 of 2

Customer PO #	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
		10-27-2012	201035256	Mark L. Michael	Todd Legg	Net 30
QTY	ITEM	DESCRIPTION	PER	D/W/M	RATE	AMOUNT
3	BN12090QDDG000R	12" 90 Degree QDD Bend	2	W		
2	PPQP120003QDD00R	12" x 3' Godwin QD Pipe	2	W		
2	PPQP120010QDD00R	12" x 10' Godwin QD Pipe	2	W		
3	HDPEMISCR	12" x 20' HDPE Dip Tube	2	W		
1	SCMS120NA000R	12" Suction Screen • 12" FQD LARGE HOLE	2	W		
Comments SEE WORK ORDER 201035633 FOR DEMOBE OF EQUIPMENT						
ALL PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE						
		Rental	\$ 40,158.00			
		Labor	\$ 0.00			
		Shipping	\$ 0.00			
		Misc. Charges	\$ 0.00			
		Taxes	\$ 0.00			
		Total Invoice	\$ 40,158.00			

xylem

Let's Solve Water



W.O.R.I.C. Invoice

Sold by:

Branch 001
84 Floodgate Road
Bridgeport, NJ 08014-0191
Tel: 856-467-3636
Fax: 856-467-4841

Remit to: Xylem Dewatering Solutions, Inc.

P.O. Box 935152
Atlanta, GA 31193-5152
Phone: 856-467-3636

S County of Gloucester
L Attn: Purchasing Department
D PO Box 337
T Woodbury NJ 08096-7337
O

S County of Gloucester
H Floodgates
I Floodgate Road
P Bridgeport, NJ 08014
T
O

Order No.	Invoice Date	Invoice No.
00006366	11-13-2012	400266187

Page 1 of 1

Customer PO #	Ordered By	Contract Date	Service Contract #	Sales Representative	Order Taken By	Payment Terms
		11-09-2012	201035633	Mark L. Michael	Todd Legg	Net 30
QTY	ITEM	DESCRIPTION	UNIT	AMOUNT	EXTENDED AMOUNT	
8	TECHNICIAN	Technician Standard Rate		110.00	880.00	
8	TECHNICIAN	Technician Standard Rate		110.00	880.00	
8	TECHNICIAN	Technician Standard Rate		110.00	880.00	
8	20000LBROLLBACK	20,000 # Rollback/Boom truck • Truck # _____ Ending Mileage _____ Beginning Mileage _____		175.00	1,400.00	
1	SERVICETRUCK	Godwin Service Truck		125.00	125.00	
Comments Supplied Boom truck w/operator and 2 technicians to breakdown equipment on 11/9/12.						
ALL PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE						
	Rental	\$ 0.00	Labor	\$ 2,640.00	Shipping	\$ 0.00
			Misc. Charges	\$ 1,525.00	Taxes	\$ 0.00
Total Invoice					\$ 4,165.00	

C7

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

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

1. AN EMERGENCY CONDITION EXISTS IN Engineering
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON 10/27/2012 thru TBD
(DATE) (TIME)

3. THE NATURE OF THE EMERGENCY IS:
Hurricane Sandy caused high flows through and over various County drainage structures throughout the County of Gloucester. The flows have scoured away the adjacent embankments where emergency temporary repairs were made along and around Floodgate Road in Logan and Greenwich Townships. The County is contracting to perform emergency and permanent repairs as required in this emergency contract. This temporary stabilization will not hold up if a significant storm event occurs, thereby necessitating the permanent repair to be constructed immediately.

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

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
The damage caused by the Hurricane has rendered the roadway embankments and bridges/culverts/ drainage berms unsafe and immediate permanent emergency repairs are required to maintain facilities for the traveling public.

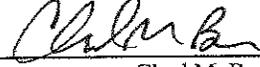
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 55,115.50

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

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

DEPARTMENT HEAD  DATE 11/2/2012
Vincent M. Voltaggio, P.E., County Engineer

PURCHASING DIRECTOR 
Peter Mercanti

APPROVED BY COUNTY ADMINISTRATOR 
Chad M. Bruner

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

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

1. AN EMERGENCY CONDITION EXISTS IN Public Works/Highway & Engineering Div.
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON 10/29/2012-10/30/2012 _____
(DATE) (TIME)

3. THE NATURE OF THE EMERGENCY IS:
Hurricane Sandy caused high flows through and over various County structures throughout the County of Gloucester. The flows crested and have scoured away portions of Levy in Logan and Greenwich Townships. The County contracted for delivery of rock from Trap Rock Industries with an emergency purchase; however Trap Rock was unable to deliver the entire quantity of stone needed for these repairs which were needed immediately to build up the levy to prevent future flooding in a storm or tide event following Hurricane Sandy. This purchase will provide payment to Dyer Quarry who provided the stone needed to complete levy repairs.

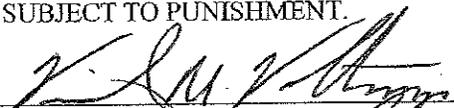
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

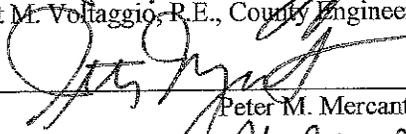
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.

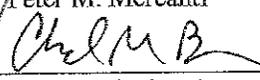
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$24,198.18

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

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

DEPARTMENT HEAD  DATE 12-5-12
Vincent M. Voltaggio, P.E., County Engineer

PURCHASING DIRECTOR 
Peter M. Mercanti

APPROVED BY COUNTY ADMINISTRATOR 
Chad M. Bruner

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

C7

Certificate of Availability of Funds

TREASURER'S NO. 12-11073 DATE December 05, 2012
2-01-20-165-001-20217 (\$24,198.18)

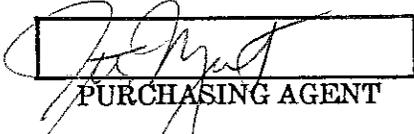
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$24,198.18 COUNTY COUNSEL August Knestaut, Esq.

DESCRIPTION: Resolution confirming the award of an Emergency Contract to Dyer Quarry, Inc. & Xylem Dewatering Solutions, Inc. (Godwin Pumps) for Hurricane Sandy Storm Damage Repairs, regarding Engineering Project 12-10.

VENDOR: Dyer Quarry, Inc.
ADDRESS: PO Box 188
Rock Hollow Road
Birdsboro, PA 19508


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-16-13

Meeting Date: January 23, 2013

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

07

Certificate of Availability of Funds

TREASURER'S NO. 12-11322 DATE December 13, 2012
2-01-20-165-001-20217 (\$55,115.50)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$55,115.50 COUNTY COUNSEL August Knestaut, Esq.

DESCRIPTION:

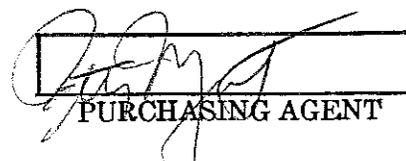
Resolution confirming the award of an Emergency Contract to Dyer Quarry, Inc. & Xylem Dewatering Solutions, Inc. (Godwin Pumps) for Hurricane Sandy Storm Damage Repairs, regarding Engineering Project 12-10.

VENDOR: Xylem Dewatering Systems, Inc.

ADDRESS: 84 Floodgate Road
Bridgeport, NJ 08014


DEPARTMENT HEAD APPROVAL

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

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-16-13

Meeting Date: January 23, 2013