

Elo

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO CONTRACTS FOR HUMAN SERVICES, FOR A TERM OF ONE YEAR, FROM JANUARY 1, 2013 TO DECEMBER 31, 2015, TO BE PAID QUARTERLY WITH THE FOLLOWING ENTITIES:**

- A) THE ARC GLOUCESTER, TO PROVIDE PROGRAMS FOR THE MENTALLY CHALLENGED CITIZENS OF GLOUCESTER COUNTY, FOR AN AMOUNT NOT TO EXCEED \$22,000.00**
- B) ABILITIES CENTER OF SOUTHERN NEW JERSEY, INC. TO PROVIDE PROGRAMS FOR THE MENTALLY CHALLENGE CITIZENS OF GLOUCESTER COUNTY, FOR AN AMOUNT NOT TO EXCEED \$25,000.00**
- C) THE ARC GLOUCESTER, TO PROVIDE TRANSPORTATION SERVICES FOR GLOUCESTER COUNTY CITIZENS ENROLLED IN THE "REAL LIFE CHOICES" PROGRAM, FOR AN AMOUNT NOT TO EXCEED \$15,000.00**
- D) CENTER FOR FAMILY SERVICES, INC., TO PROVIDE AFTER SCHOOL TREATMENT PROGRAMS FOR GLOUCESTER COUNTY COMMUNITY YOUTH THROUGH THE FAMILY SUPPORT CENTER, FOR AN AMOUNT NOT TO EXCEED \$82,460.00**

**WHEREAS**, the County of Gloucester has recognized the need various programs and services for the citizens and youth of Gloucester County; and

**WHEREAS**, the County requested proposals, via RFP # 013-010, 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 The ARC Gloucester, with offices at 1555 Gateway Boulevard, West Deptford, New Jersey 08096, made the most advantageous proposal, made the most advantageous proposal, for an amount not to exceed \$22,000.00 per year; and

**WHEREAS**, the County requested proposals, via RFP #013-012, 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 Abilities Center of Southern New Jersey, Inc., with offices at 1208 Delsea Drive, Westville, New Jersey 08093 , made the most advantageous proposal, for an amount not to exceed \$25,000.00 per year; and

**WHEREAS**, the County requested proposals, via RFP #013-013, 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 The Arc Gloucester, with offices at 1555 Gateway Boulevard, West Deptford, New Jersey 08096, made the most advantageous proposal, for an amount not to exceed \$15,000.00 per year; and

**WHEREAS**, the County requested proposals, via RFP #013-014, 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 Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, made the most advantageous proposal, for an amount not to exceed \$82,460.00 per year; and

**WHEREAS**, the contracts have been awarded pursuant to Gloucester County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4, and

**WHEREAS**, the contracts shall be for an estimated units of service, for a term of three years, beginning January 1, 2013 and ending December 31, 2015, pursuant to the proposal submitted by the Vendor, 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; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the contracts for various programs and services for the citizens and youth of Gloucester County, in accordance with and pursuant to proposals submitted, each for a period of three years, beginning January 1, 2013 and ending December 31, 2015 with The ARC Gloucester, for an amount not to exceed \$22,000.00 per year; Abilities Center of Southern New Jersey, Inc., for an amount not to exceed \$25,000.00 per year; The ARC Gloucester, for an amount not to exceed \$15,000.00 per year; and Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, made the most advantageous proposal, for an amount not to exceed \$82,460.00 per year.

**BE IT FURTHER RESOLVED**, before any purchase be made of 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 Gloucester County Board of Chosen Freeholders held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Elo

**CONTRACT BETWEEN  
THE ARC GLOUCESTER  
AND  
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 offices in Woodbury, New Jersey, hereinafter referred to as "County", and **The Arc Gloucester**, of 1555 Gateway Boulevard, West Deptford, New Jersey 08096, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for Support services to prevent abuse and neglect of at risk children, including those with developmental delays or special needs, ages newborn to six (6) years, as more particularly set forth in **RFP-013-010**; and

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

**WHEREAS**, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period commencing January 1, 2013 and concluding December 31, 2015, as more specifically in RFP-013-010.

2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 7, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-010. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$22,000.00 per year.

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

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 products shipped. 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 CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-013-010, and Vendor's responsive proposal, dated November 7, 2012, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-013-010.

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

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

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

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

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

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

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

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

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

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

termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **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. **NONWAIVER**. 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**. 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.

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, RFP-013-010 issued by the County of Gloucester and Vendor's responsive proposal dated November 7, 2012. Should there occur a conflict between this form of Contract and RFP-013-010, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-013-010, and the Vendor's proposal dated November 7, 2012, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this 1<sup>st</sup> 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.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**ATTEST:**

**THE ARC GLOUCESTER**

\_\_\_\_\_  
**ANA RIVERA,  
EXECUTIVE DIRECTOR**

Elp

**CONTRACT BETWEEN  
ABILITIES CENTER OF SOUTHERN NEW JERSEY, INC.  
AND  
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 offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Abilities Center of Southern New Jersey, Inc.**, of 1208 Delsea Drive, Westville, New Jersey 08093, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for Vocational Rehabilitation for the residents of Gloucester, as more particularly set forth in **RFP-013-012**; and

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

**WHEREAS**, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period commencing January 1, 2013 and concluding December 31, 2015, as more specifically in RFP-013-012.

2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 29, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-012. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$25,000.00 per year.

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

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 products shipped. 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 CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-013-012, and Vendor's responsive proposal, dated November 29, 2012, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-013-012.

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

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

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

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

E. Notwithstanding the above, the Vendor or subcontractor, where applicable,

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

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

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

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

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

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

as the certificates may be renewed during that period of time.

10. **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. **NONWAIVER.** 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.** 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.

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, RFP-013-012 issued by the County of Gloucester and Vendor's responsive proposal dated November 29, 2012. Should there occur a conflict between this form of Contract and RFP-013-012, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-013-012, and the Vendor's proposal dated November 29, 2012, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this 1<sup>st</sup> 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.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**ATTEST:**

**ABILITES CENTER OF  
SOUTHERN NEW JERSEY, INC.**

\_\_\_\_\_  
**SUSAN PERRON  
EXECUTIVE DIRECTOR**

Elo

**CONTRACT BETWEEN  
CENTER FOR FAMILY SERVICES, INC.  
AND  
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 offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Center for Family Services, Inc.**, of 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "Vendor", hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County to Contract for an After-school treatment program for Gloucester County youth and families thru the Center for Family Services, Inc. Family Support Center, as more particularly set forth in **RFP-013-014**; and

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

**WHEREAS**, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period commencing January 1, 2013 and concluding December 31, 2015, as more specifically in RFP-013-014.

2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 7, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-014. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$82,460.00 per year.

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

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 products shipped. 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 CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-013-014, and Vendor's responsive proposal, dated November 7, 2012, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-013-014.

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

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

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

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

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

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

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

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

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

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

policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **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. **NONWAIVER.** 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.** 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.

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, RFP-013-014 issued by the County of Gloucester and Vendor's responsive proposal dated November 7, 2012. Should there occur a conflict between this form of Contract and RFP-013-014, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-013-014, and the Vendor's proposal dated November 7, 2012, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this 1<sup>st</sup> 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.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**ATTEST:**

**CENTER FOR FAMILY SERVICES, INC.**

\_\_\_\_\_  
**RICHARD STAGLIANO,  
EXECUTIVE DIRECTOR**

ELP

**CONTRACT BETWEEN  
THE ARC GLOUCESTER  
AND  
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 offices in Woodbury, New Jersey, hereinafter referred to as "County", and **THE ARC GLOUCESTER**, 1555 Gateway Boulevard, West Deptford, New Jersey 08096, hereinafter referred to as "Vendor", hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract to provide Transportation Services for County Residents enrolled in the "Real Life Choices" Program, as more particularly set forth in **RFP-013-013**; and

**WHEREAS**, these Adults are involved in the N. J. Division of Developmental Disability's Real Choices option; and

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

**WHEREAS**, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of the contract shall be for the period commencing January 1, 2013 and concluding December 31, 2015, as more specifically in RFP-013-013.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 7, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-013. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$15,000.00 per year.

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

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 products shipped. 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 CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-013-013, and Vendor's responsive proposal, dated November 7, 2012, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-013-013.

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

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

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

D. The County may terminate this Contract for public convenience at any time by

a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

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

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

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

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

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

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

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

10. **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. **NONWAIVER.** 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.** 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.

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, RFP-013-013 issued by the County of Gloucester and Vendor's responsive proposal dated November 7, 2012. Should there occur a conflict between this form of Contract and RFP-013-013, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-013-013, and the Vendor's proposal dated November 7, 2012, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this 1<sup>st</sup> 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.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**ATTEST:**

**THE ARC GLOUCESTER**

\_\_\_\_\_  
**ANA RIVERA,  
EXECUTIVE DIRECTOR**

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

*Elc*

Certificate of Availability of Funds

TREASURER'S NO. 13-00368

DATE 1/15/13

BUDGET NUMBER - CURRENT YR 3-01-27-365-001-20201 B \_\_\_\_\_ DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$6250.<sup>00</sup> COUNTY COUNSEL Thomas Campo

DESCRIPTION: To enter into a contract for \$25,000.00 Balance will be encumbered upon approval of permanent budget. To enter into a contract with The Abilities Center of Southern New Jersey for vocational rehabilitation for the residents of Gloucester as more particularly set forth in RFP 013-012 for the period commencing January 1, 2013 and concluding December 31, 2015. Three year contract is \$75,000.00 total or \$25,000.00 per year.

VENDOR: Abilities Center of Southern N.J. Inc

ADDRESS: 1208 Delsea Drive  
Westville NJ 08093

*Jim A. Curry*  
DEPARTMENT HEAD APPROVAL

APPROVED *[Signature]*  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-17-13

*Jan 23, 2013  
Freeholder  
Meeting*

EL

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

Certificate of Availability of Funds

TREASURER'S NO. 13-00370 DATE 1/15/13

BUDGET NUMBER - CURRENT YR 3-01-27-362-001-20201 B          DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$20615.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: To enter into a contract for \$82,460.00. Balance will be encumbered upon approval of permanent budget. To enter into a contract with Center for Family Services for an after school treatment program for Gloucester County Youth and Families thru the Center for Family Services, Inc. Family support center as more particularly set forth in RFP 013-014 for the period commencing January 1, 2013 and concluding December 31, 2015. Three year contract is for \$82,460.00 per year.

VENDOR: Center for Family Services

ADDRESS: 584 Benson Street  
Camden NJ 08103

John A. Gray  
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-17-13

Jan 23, 2013  
Freeholder  
Meeting

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

*Elle*

Certificate of Availability of Funds

TREASURER'S NO. 13-00371

DATE 1/15/13

BUDGET NUMBER - CURRENT YR 3-01-27-364-001-20201 B \_\_\_\_\_ DEPARTMENT Human Services

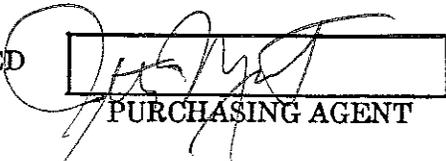
AMOUNT OF CERTIFICATION \$5500.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: To enter into a contract for \$22,000. Balance will be encumbered upon approval of permanent budget. To enter into a contract with The ARC of Gloucester County for support services to prevent abuse and neglect of at risk children, including those with developmental delays or special needs, ages newborn to six (6) years, as more particularly set forth in RFP 013-010 for the period commencing January 1, 2013 and concluding December 31, 2015. total contract is \$66,000.00 or \$22,000.00 per year.

VENDOR: ARC of Gloucester County

ADDRESS: 1555 Gateway Blvd  
Woodbury NJ 08096

Lisa A. Curran  
DEPARTMENT HEAD APPROVAL

APPROVED  PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 1-17-13

*Jan 23, 2013  
Freeholder Meeting*

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

*El*

Certificate of Availability of Funds

TREASURER'S NO. 13-00372 DATE 11/15/13

BUDGET NUMBER - CURRENT YR 3-01-27.361-001-20201 B          DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$ 3750.<sup>00</sup> COUNTY COUNSEL Thomas Campo

DESCRIPTION: To enter into a contract for \$15,000.00. Balance will be encumbered upon approval of permanent budget. To enter into a contract with ARC of Gloucester County to provide transportation services for county residents enrolled in the "Real Life Choices" program for the period commencing January 1, 2013 and concluding December 31, 2015 as more specifically in RFP 013-013. Three year contract is for \$15,000.00 per year.

VENDOR: ARC of Gloucester County

ADDRESS: 1555 Gateway Blvd  
Woodbury NJ 08096

*Lisa A. Curry*  
DEPARTMENT HEAD APPROVAL

APPROVED  *[Signature]*  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED 1-17-13

*Jan 23, 2013  
Freeholder  
Meeting*

E7

**RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE THE CONSOLIDATED PLAN FORMS TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT FOR RENEWAL SERVICES**

**WHEREAS**, the County of Gloucester submitted an application to the United States Department of Housing & Urban Development for services to be provided by Center for Family Services, CFS Mother/Child Residential Services, Volunteers of America, Delaware Valley, NJ Housing & Mortgage Finance Agency and Robins Nest; and

**WHEREAS**, the application attached hereto will provide renewal funding for the CFS-Mother/Child Residential Program in the amount of \$34,881.00 for supportive housing, renewal funding for CFS-Mother/Child for permanent housing in the amount of \$93,231.00, and, renewal funding for CFS Tanyard Oaks 1 of \$55,368.00; and

**WHEREAS**, the application also includes a renewal in the amount of \$87,573.00 for Volunteers of America Delaware Valley which will be used to continue to provide shelter and services to homeless females and their children and a renewal of Robins Nest Life Links project with shelter plus care vouchers administered through the Department of Community Affairs. Life Link provides permanent supportive housing of 10 homeless youth that have aged out of the foster care system for the total amount of \$97,638.00; and

**WHEREAS**, the new Center for Family Services project which will create six new rental units for victims of domestic violence. The total amount requested for this project is \$81,620.00 through the Permanent Housing Bonus funds; and the Gloucester County Department of Human Services will be the applicant for the \$10,000.00 Planning Grant, which will pay for the administrative costs of the staffing of the CoC; and

**WHEREAS**, New Jersey Housing Mortgage Finance Agency is seeking renewal of \$3,000.00 for the Homeless Management Information System.

**NOW, THEREFORE, BE IT RESOLVED** that the Gloucester County Board of Chosen Freeholders hereby authorize and approves the Gloucester County Continuum of Care Plan and the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the Certification of Consistency with the Consolidated Plan Forms to be used as an application to the United States Department of HUD to be utilized for the hereinabove purposes as set forth for the total application to HUD in the amount of \$463,311.00, from January 1, 2013 to December 31, 2013.

**ADOPTED** at a regular meeting of the Gloucester County 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**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

## Gloucester County 2012 Continuum of Care Summary

E7

The 2012 Gloucester County Continuum of Care application will request a total of \$369,619 dollars to fund eight (8) different programs serving the needs of homeless individuals and families residing with the county.

This year two of the projects is new. They will be created through the Permanent Housing Bonus funds a Planning Grant for the CoC.

The Gloucester Department of Human Services will be the applicant for the \$10,000 Planning Grant. This will pay for the administrative costs of staffing the CoC. This is the number one ranked project.

The second ranked project will be sponsored by the Center for Family Services (CFS), which currently operates 6 McKinney Vento funded programs in Gloucester County. The CFS 2012 Permanent Housing Phase I will create 2 new permanent housing vouchers, which will serve victims of domestic violence. The McKinney Vento funds will be used to provide rental assistance for two (2) one bedroom units in Gloucester County. The units will be located in scattered sites. CFS will provide the necessary services to insure the households remain stably housed. In addition, outreach services to identify additional housing will be undertaken.

The third ranked project is a renewal of the CFS Tanyard Oaks 1 and 2 project. This leases five (5) scattered site apartments for homeless individuals.

The fourth ranked renewal is for the Statewide HMIS Collaborative that is administered by the New Jersey Housing and Mortgage Finance Agency.

The fifth ranked project is a renewal of the CFS Mother/Child Permanent Housing. This leases five (5) scattered site apartments for homeless families.

The sixth ranked project is a renewal of Robin's Nest Life Links project with shelter plus care vouchers administered through the Department of Community Affairs. Life Links provides permanent supportive housing to ten (10) homeless youth that have aged out of the foster care system.

The seventh ranked project is a renewal of the CFS Mother/Child Transitional Housing program, which provides long-term transitional housing to twenty-four (24) homeless mothers and their children at any one time.

The eighth ranked project is a renewal of Volunteers of America's Eleanor Corbett House - Safe Haven that provides housing for four (4) homeless individuals.

The ninth ranked project is a companion to the second project, the CFS 2012 Permanent Housing Phase II will create 4 new permanent housing vouchers, which will serve victims of domestic violence.

# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: See attached

Project Name: See attached

Location of the Project: See attached

\_\_\_\_\_

\_\_\_\_\_

Name of the Federal Program to which the applicant is applying: Continuum of Care

Name of Certifying Jurisdiction: Gloucester County

Certifying Official of the Jurisdiction Name: Robert M. Damminger

Title: Freeholder Director

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

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

## Gloucester County 2012 Continuum of Care Summary

The 2012 Gloucester County Continuum of Care application will request a total of \$369,619 dollars to fund eight (8) different programs serving the needs of homeless individuals and families residing with the county.

This year two of the projects is new. They will be created through the Permanent Housing Bonus funds a Planning Grant for the CoC.

The Gloucester Department of Human Services will be the applicant for the \$10,000 Planning Grant. This will pay for the administrative costs of staffing the CoC. This is the number one ranked project.

The second ranked project will be sponsored by the Center for Family Services (CFS), which currently operates 6 McKinney Vento funded programs in Gloucester County. The CFS 2012 Permanent Housing Phase I will create 2 new permanent housing vouchers, which will serve victims of domestic violence. The McKinney Vento funds will be used to provide rental assistance for two (2) one bedroom units in Gloucester County. The units will be located in scattered sites. CFS will provide the necessary services to insure the households remain stably housed. In addition, outreach services to identify additional housing will be undertaken.

The third ranked project is a renewal of the CFS Tanyard Oaks 1 and 2 project. This leases five (5) scattered site apartments for homeless individuals.

The fourth ranked renewal is for the Statewide HMIS Collaborative that is administered by the New Jersey Housing and Mortgage Finance Agency.

The fifth ranked project is a renewal of the CFS Mother/Child Permanent Housing. This leases five (5) scattered site apartments for homeless families.

The sixth ranked project is a renewal of Robin's Nest Life Links project with shelter plus care vouchers administered through the Department of Community Affairs. Life Links provides permanent supportive housing to ten (10) homeless youth that have aged out of the foster care system.

The seventh ranked project is a renewal of the CFS Mother/Child Transitional Housing program, which provides long-term transitional housing to twenty-four (24) homeless mothers and their children at any one time.

The eighth ranked project is a renewal of Volunteers of America's Eleanor Corbett House - Safe Haven that provides housing for four (4) homeless individuals.

The ninth ranked project is a companion to the second project, the CFS 2012 Permanent Housing Phase II will create 4 new permanent housing vouchers, which will serve victims of domestic violence.

**Applicant/Recipient Disclosure/Update Report**

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2014)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

**Applicant/Recipient Information** Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Gloucester County Department of Human Services Budd Blvd. Complex, 115 Budd Blvd. West Deptford, NJ 08096 (856) 384-6870		2. Social Security Number or Employer ID Number: 21-6000660
3. HUD Program Name Continuum of Care Planning Grant		4. Amount of HUD Assistance Requested/Received \$10,000
5. State the name and location (street address, City and State) of the project or activity: Gloucester County CoC Planning Grant - 115 Budd Blvd. West Deptford, NJ 08096		

**Part I Threshold Determinations**

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.
--	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

**Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.**

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
N/A			

(Note: Use Additional pages if necessary.)

**Part III Interested Parties.** You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial interest in Project/Activity (\$ and %)
N/A			

(Note: Use Additional pages if necessary.)

**Certification**

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

Signature: <i>Freeholder Director Robert M. Damming</i>	Date: (mm/dd/yyyy)
---	--------------------

X

**Public reporting burden** for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

**Privacy Act Statement.** Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

**Note:** This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

## Instructions

### Overview.

#### A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

#### B. Update reports (filed by "Recipients" of HUD Assistance):

**General.** All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

### Line-by-Line Instructions.

#### Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

#### Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to *either* questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

#### Part II. Other Government Assistance and Expected Sources and Uses of Funds.

**A. Other Government Assistance.** This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

**B. Non-Government Assistance.** Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD *and any other source* - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

### Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

**Note:** A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

**Note** that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

#### Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

OMB Approval No. 2506-0112 (Exp. 7/31/2012)

U.S. Department of Housing  
Certification of Consistenc\

and Urban Development

with the Consolidated Plan

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.

(Type or clearly print the following information:)

Applicant Name: \_\_\_\_\_

(text) See attached

Project Name: \_\_\_\_\_

(text) See attached

Location of the Project: \_\_\_\_\_

(text) See attached

(text)

(text)

Name of the Federal  
Program to which the  
(text) Continuum of Care  
applicant is applying: \_\_\_\_\_

Name of  
Certifying Jurisdiction: \_\_\_\_\_

(text) Gloucester County  
Certifying Official  
of the Jurisdiction

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

(text) Robert M. Damminger

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

(text) Freeholder Director

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

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

(text)

A

**RESOLUTION AUTHORIZING CONTRACTS WITH HERITAGE'S  
WHOLESALE, INC., FOR AN AMOUNT NOT TO EXCEED \$46,000.00 AND  
U.S. FOOD SERVICES, INC., FOR AN AMOUNT NOT TO EXCEED \$135,000.00  
FOR FOOD DELIVERIES TO DEPARTMENT OF CORRECTIONAL SERVICES  
FROM JANUARY 1, 2013 TO DECEMBER 31, 2013**

**WHEREAS**, the County of Gloucester has determined that there is a need for certain food delivery to the County of Gloucester Department of Correctional Services; and

**WHEREAS**, the County of Gloucester has recommended that said services be provided by Heritage's Wholesale, Inc., with offices at 1401 Imperial Way, Paulsboro NJ 08066 and U.S. Food Services, Inc., with offices at 2255 High Hill Rd., Bridgeport, NJ 08014-0545; and

**WHEREAS**, the contract with Heritage's Wholesale, Inc., shall be for estimated units of services, with a minimum contract amount of zero and a maximum contract amount of \$46,000.00. The contract with U.S. Food Services, Inc., shall be for estimated units of services, with a minimum contract amount of zero and a maximum contract amount of \$135,000.00. The contracts are therefore open-ended, which does not obligated the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds are required at this time; and

**WHEREAS**, this services related to these contracts are the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Las and described and provided in N.J.S.A. 40A:11-5e; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract between the County of Gloucester and Heritage's Wholesale Inc., for food delivery to the County of Gloucester Department of Correctional Services for the period beginning January 1, 2013 and concluding December 31, 2013, for a minimum contract amount of zero and a maximum amount of \$46,000.00; and

**BE IT RESOLVED**, before any purchases can be made pursuant to the within awards certifications must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at the time for those particular purchases 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**

A

**CONTRACT BETWEEN  
HERITAGE'S WHOLESALE, INC.  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> 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 **HERITAGE'S WHOLESALE INC.**, (a New Jersey Corporation), with offices at 1401 Imperial Way, Paulsboro NJ 08066, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for food delivery to the Department of Correctional Services; and

**WHEREAS**, Vendor represents that he is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract; and

**WHEREAS**, this service related to this contract is the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5e; and

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

**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 the period commencing January 1, 2013 and concluding on December 31, 2013.
2. **COMPENSATION.** Vendor shall be compensated for estimated units of service with a minimum contract amount of zero and a maximum contract amount of \$46,000.00. It is agreed and understood that this is an open-ended contract, requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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 to provide certain food delivery to the County of Gloucester Department of Correctional Services.

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.** If the Vendor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend.

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

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

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

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

**C.** If, through any cause, the Vendor 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 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 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, whether or not due to negligence, fault, or default of the Vendor. 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. 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. NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

**16. COMPLIANCE WITH APPLICABLE LAW.** 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.

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

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

**THIS CONTRACT** is dated this 1<sup>st</sup> 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.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**HERITAGE'S WHOLESALE, INC.**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**(Please Print Name)**

FI

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

**THIS CONTRACT** is made effective the 1<sup>st</sup> 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 **U.S. FOOD SERVICES, INC.**, (a New Jersey Corporation), with offices at 2255 High Hill Road, Bridgeport, NJ 08014-0545, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for food delivery to the Department of Correctional Services; and

**WHEREAS**, Vendor represents that he is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract; and

**WHEREAS**, this service related to this contract is the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5e; and

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

**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 the period commencing January 1, 2013 and concluding on December 31, 2013.
2. **COMPENSATION.** Vendor shall be compensated for estimated units of service with a minimum contract amount of zero and a maximum contract amount of \$135,000.00. It is agreed and understood that this is an open-ended contract, requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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 to provide certain food delivery to the County of Gloucester Department of Correctional Services.

**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.** If the Vendor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend.

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

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

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

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

**C.** If, through any cause, the Vendor 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 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 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, whether or not due to negligence, fault, or default of the Vendor. 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. 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. NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

**16. COMPLIANCE WITH APPLICABLE LAW.** 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.

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

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

**THIS CONTRACT** is dated this 1<sup>st</sup> 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.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**U.S. FOOD SERVICES, INC.**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**(Please Print Name)**

F2

**RESOLUTION AUTHORIZING THE PURCHASE OF FOOD DELIVERIES,  
JANITORIAL SUPPLIES AND KITCHEN SUPPLIES FROM THE STATE OF  
NEW JERSEY TREASURY DISTRIBUTION CENTER THROUGH STATE  
CONTRACT #A49131 FOR THE DEPARTMENT OF CORRECTIONAL  
SERVICES FOR AN AMOUNT NOT TO EXCEED \$300,000.00 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 food delivery, janitorial supplies and kitchen supplies to the County of Gloucester Department of Correctional Services from beginning January 1, 2013 to December 31, 2013; and

**WHEREAS**, it has been determined that the County of Gloucester can purchase the said food delivery from the State of New Jersey Treasury Distribution Center, for a minimum contract amount of Zero and a maximum contract amount of \$300,000.00 through State Contract #A49131; and

**WHEREAS**, the contract shall be for an estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$300,000.00. 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 be authorized to purchase food deliveries, janitorial supplies and kitchen supplies to the County of Gloucester Department of Correctional Services from January 1, 2013 to December 31, 2013 for an amount not to exceed \$300,000.00, through State Contract #A49131; 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**

F3

**RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS FROM JANUARY 1, 2013 TO DECEMBER 31, 2013, FOR AN AMOUNT NOT TO EXCEED \$397,500.00**

**WHEREAS**, the County of Gloucester has a need for services in the printing of ballots for the Primary, General, Special and all School Board elections for the year 2013; and

**WHEREAS**, the Clerk of Gloucester County recommends that said services be provided by Paulsboro Printers, LLC of 22 E. Washington Street, Paulsboro, NJ 08066; and

**WHEREAS**, the cost proposal of Paulsboro Printers, LLC is estimated for an amount not to exceed \$397,500.00 based upon the number of registered voters, election districts and the number of elections; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services being rendered pursuant to the within contract, a Certificate of Availability, must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

**WHEREAS**, the first three months of this contract are subject to the certification of the availability of funds for one-quarter of said contract amount upon the adoption of the 2013 Gloucester County temporary budget. The continuation of the contract beyond the first three (3) months of 2013 is conditioned upon the approval of the 2013 Gloucester County budget; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and Paulsboro Printers, LLC for the provision of services in the printing of ballots for the Primary, General, Special, and all School Board Elections from January 1, 2013 to December 31, 2013, for an amount not to exceed \$397,500.00.

**BE IT FURTHER RESOLVED** before any purchase be made and/or services 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.

**BE IT FURTHER RESOLVED** that continuation of this contract beyond the first three (3) months of 2013 is conditioned upon the approval of the 2013 Gloucester County budget.

**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**

F3

**CONTRACT BETWEEN  
PAULSBORO PRINTERS, LLC  
AND  
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 offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Paulsboro Printers, LLC** of 22 E. Washington Street, Paulsboro, NJ 08066, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for services pertaining to the printing of ballots for all Gloucester County 2013 Primary, General, Special and School Board Elections; and

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

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2013 and concluding December 31, 2013.
2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed \$397,500.00.

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

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

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

3. **DUTIES OF CONTRACTOR.** Specific duties of the Contractor are set forth in "Program Specifications" which is incorporated and made part of this contract as **Attachment A**, together with any other specifications issued by the County in connection with this contract.

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

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

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

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

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

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

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

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

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

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **INSURANCE.** 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.

12. **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.

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

14. **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.

15. **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.

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

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

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

19. **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.

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

21. **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.

22. **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.

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

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

**THIS CONTRACT is made effective the 1<sup>st</sup> 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:**

**PAULSBORO PRINTERS, LLC**

\_\_\_\_\_

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

**ATTACHMENT A**  
**Program Specifications**

Paulsboro Printers, LLC provides election ballot printing services for the annual School, Primary, General and all other unknown school and special elections that may be scheduled for the year – not to exceed \$397,500.00 for the year (open-ended). In accordance with Title 19 and under the direct specification of the County Clerk, they prepare ballot layout proofs for the County Clerk to approve. Upon approval, the following are printed:

- Vote by Mail ballots which include ballots for election coding and public test run, fax and email ballots.
- Provisional ballots – quantity specified by the County Clerk
- Emergency ballots – one lot per machine, per district and per party for Primary election
- Official ballot faces, back up ballot faces (includes set-up sheets for election programming)
- Sample ballots which includes ballots for the polling locations and ballots to post to the website
- Preparation of text for audio for disabled voters and for Spanish Sample ballots from supplied translations

Paulsboro Printers, LLC is also on standby on Election Day for any emergency situation that may arise, such as the need to print additional provisional ballots.

**RESOLUTION AUTHORIZING A CONTRACT WITH JDJ PETS / DBA PETS PLUS FOR THE SUPPLY AND DELIVERY OF BULK ANIMAL FOOD AND CAT LITTER FROM JANUARY 1, 2013 TO DECEMBER 31, 2013 FOR AN AMOUNT NOT TO EXCEED \$30,000.00**

**WHEREAS**, there is a need by the County of Gloucester for the supply and delivery of pet food and cat liter for the Gloucester County Animal Shelter; and

**WHEREAS**, the County of Gloucester has advertised for the receipt of public bids for the supply and delivery of said pet food and cat liter as set forth within the County's bid specifications; and

**WHEREAS**, bids were publicly received and opened on November 30, 2012; and

**WHEREAS**, after following proper public bidding procedure, it was determined that JDJ Pets – DBA Pets Plus of 13 Hogate Court, Clayton, NJ 08312 was the lowest responsive and responsible bidder to provide said the above services, for a minimum contract amount of zero and a maximum contract amount of \$30,000.00, as more specifically described in the bid specifications **PD 12-054**; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time, and prior to any service being provided or purchase made pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item from the county budget out of which said funds will be paid.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the Freeholder Director and Clerk of the Board be and are hereby authorized and directed to execute a contract between the County of Gloucester and JDJ Pets – DBA Pets Plus to effectuate the purposes set forth in the attached contract for the period beginning January 1, 2013 and concluding December 31, 2013, with the option to extend the contract for two (2) one year periods or a one (1) two year period for an amount not to exceed \$30,000.00.

**BE IT FURTHER RESOLVED** before any purchase be made and/or services 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, and State of New Jersey held on Wednesday, January 23, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**CONTRACT BETWEEN  
JDJ PETS / DBA PETS PLUS  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> 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 **JDJ Pets – DBA Pets Plus** of 13 Hogate Court, Clayton, NJ, John Mezzatesta, President/Owner, (hereinafter referred to as "Vendor").

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the supply and delivery of pet food and cat liter for the Gloucester County Animal Shelter as set forth in PD-12-054; and

**WHEREAS**, The Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be for the period of one year from the date of the award of contract, with the County having the option to extend the contract for one (1) two (2) year term or two (2) one (1) year terms.
2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-12-054, with a minimum contract amount of zero and a maximum contract amount of **\$30,000.00**.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever.

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-12-054, which is incorporated herein and made part of hereof by reference. Should a conflict occur 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 PD-12-054, 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, not to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

9. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent 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 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 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. **NONWAIVER.** 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. **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 Vendor is an independent contractor 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 authorized County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications indentified as PD-12-054, 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 or 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 1<sup>st</sup> 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 DAMMINGER, DIRECTOR**

**ATTEST:**

**JDJ PETS – DBA PETS PLUS**

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

G1

SIGNATURE PAGE

SIGNED: 

COMPANY: JDS Pets-DBA Pets Plus

NAME: John Mezzatesta  
(PRINTED OR TYPED)

ADDRESS: 4450 Black Horse Pike  
Mays Landing NJ 08330

TITLE: Owner

TELE #: 609 625-7319

DATE: 11/28/12

FAX #: 609 625-0249

(END OF DOCUMENT)

**NUTRITIONAL  
ITEM**

**APPROXIMATE  
PERCENT**

**PERCENT CONTENT OF  
BIDDER'S PRODUCT**

**NUTRA MAX, IAM'S OR EQUAL**

**PLEASE PROVIDE TWO (2) BRANDS**

**DRY PUPPY:**

Pro Pac  
BRAND #1

IAMS  
BRAND #2

CRUDE PROTEIN MIN 28%  
CRUDE FAT MIN 17%  
CRUDE FIBER MAX 4%  
MOISTURE MAX 10%

30 %  
20 %  
3 %  
9 %

28 %  
17 %  
4 %  
10 %

**DRY DOG:**

CRUDE PROTEIN MIN 25%  
CRUDE FAT MIN 14%  
CRUDE FIBER MAX 4%  
MOISTURE MAX 10%

26 %  
15 %  
3 %  
9 %

25 %  
14 %  
4 %  
10 %

**DRY CAT:**

PROTEIN MIN 32%  
CRUDE FAT MIN 15%  
CRUDE FIBER MAX 3%  
MOISTURE MAX 10%  
ASH MAX 6.5%  
MAGNESIUM MAX .095%  
TAURINE MIN .15%

32 %  
21 %  
3 %  
9 %  
6 %  
.09 %  
.16 %

32 %  
15 %  
3 %  
10 %  
7 %  
.1 %  
.15 %

**DRY KITTEN:**

CRUDE PROTEIN MIN 33%  
CRUDE FAT MIN 21%  
CRUDE FIBER MAX 3%  
MOISTURE MAX 10%  
ASH MAX 7%  
MAGNESIUM MAX .095%  
TAURINE MIN .16%

34 %  
22 %  
3 %  
9 %  
7 %  
.09 %  
.18 %

33 %  
21 %  
3 %  
10 %  
7 %  
.1 %  
.16 %

**END OF SPECIFICATION**

TO THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

DEAR FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT AND UNDERSTANDS AND AGREES TO THE FOLLOWING: THE PERIOD OF TIME FOR THE CONTRACT SHALL BE FOR ONE (1) YEAR WITH AN OPTION TO RENEW FOR TWO (2) ONE YEAR EXTENSIONS.

IT SHOULD BE UNDERSTOOD THAT THE COUNTY MAY PURCHASE O AMOUNTS OF THE FOLLOWING ITEMS. HOWEVER THE QUANTITIES GIVEN BELOW ARE TO BE USED AS APPROXIMATELY THE MAXIMUM AMOUNT THAT THE SHELTER WOULD PURCHASE DURING THE LIFE OF THIS CONTRACT.

<u>NUTRA MAX, IAM'S BRAND OR EQUAL:</u>		Pro Pac BRAND #1	IAMS BRAND #2
MINICHUNKS	15,000 LBS. PER YR.	\$ <u>1.682</u> PER LB.*	\$ <u>1.90</u> PER LB.*
PUPPY FOOD	8,000 " " "	\$ <u>1.79</u> PER LB.*	\$ <u>1.90</u> PER LB.*
ADULT CAT FOOD	6,000 " " "	\$ <u>1.52</u> PER LB.*	\$ <u>1.50</u> PER LB.*
KITTEN FOOD	3,000 " " "	\$ <u>1.667</u> PER LB.*	\$ <u>1.80</u> PER LB.*

CANNED DOG FOOD:

	Triumph	IAMS
BEEF 10 CS PER YEAR (12 CANS/CS)	\$ <u>15.00</u> PER CS*	\$ <u>16.00</u> PER CS*
CHICKEN 10 " " "	\$ <u>15.00</u> PER CS*	\$ <u>16.00</u> PER CS*

CANNED CAT FOOD:

	Triumph	IAMS
KITTEN CHICKEN FLAVOR 150/CS PER YEAR (24 CANS/CS)	5.502 Cans \$ <u>21.00</u> PER CS*	302 Cans \$ <u>18.00</u> PER CS*
ADULT CHICKEN FLAVOR 10/CS PER YEAR (24 CANS/CS)	12 Cans Triumph 13oz \$ <u>17.00</u> PER CS*	IAMS 3.02 \$ <u>18.00</u> PER CS*
ADULT TUNA FLAVOR 10/CS PER YEAR (24 CANS/CS)	Triumph 13oz \$ <u>17.00</u> PER CS*	IAMS 3.02 \$ <u>18.00</u> PER CS*
CAT LITTER 99% DUST FREE 1300 BAGS/YR (50lb Bags)	Scamp \$ <u>11.00</u> PER BAG*	Pestell \$ <u>10.00</u> PER BAG*

\*DENOTES DELIVERED PRICE.

CAT LITTER BRAND OFFERED: Scamp - 50LB  
Pestell - 40LB

GI

PD 012-054 BID OPENING 11/30/12 10am SUPPLYING AND DELIVERY OF BULK FOOD AND CAT LITTER FOR THE GLOUCESTER COUNTY ANIMAL SHELTER CLAYTON, NJ 08312		Vendor: JDJ Pets - DBA Pets Plus 4450 Black Horse Pk. Mays Landing NJ 08330 John Mezzatesta, Owner 609-625-7319 Phone 609-625-0249 Fax
DESCRIPTION	PRO PAC	IAMS
DRY DOG FOOD	\$ .682 PER lb.	\$ .90 PER lb
MINICHUNKS	\$ .879 PER lb.	\$ 0.90 PER lb
PUPPY FOOD	\$ 1.152 PER lb.	\$ 1.50 PER lb
ADULT CAT FOOD	\$ 1.667 PER lb.	\$ 1.80 PER lb
KITTEN FOOD		
CANNED DOG FOOD:	TRIUMPH	IAMS
BEEF 10 CASES PER YEAR (12 CANS PER CS.)	\$15.00 PER CS	\$16.00 PER CS
CHICKEN 10 CASES PER YEAR (12 CANS PER CS.)	\$15.00 PER CS	\$16.00 PER CS
CANNED CAT FOOD	TRIUMPH	IAMS
KITTEN FOOD CHICKEN 150/CS PER YEAR (24 CANS/CS.)	\$21.00 PER CS	\$18.00 PER CS
ADULT CAT CHICKEN 10/CS PER YEAR (12 CANS/CS.)	\$17.00 PER CS	\$18.00 PER CS
ADULT CAT TUNA 10/CS PER YEAR (12 CANS/CS.)	\$17.00 PER CS	\$18.00 PER CS
KITTY LITTER 99.9% DUST FREE 1300 (50lb) BAGS	SCAMP \$11.00	PESTELL \$10.00
BRAND OFFERED:	SCAMP CAT LITTER (50LB)	PESTELL (40LB)
Variations: (if any)	NONE	
Will you extend your prices to local government entities within the County		NO ANSWER
This is a (1) one year contract with two (2) 1 year extensions.		
Bid specifications sent to:	Legend & White Animal Health Zelgiers Distributor Inc.	New Egypt Agway Prime Vendor
Based upon the bids received, I recommend Pets Plus be awarded the contract, as the lowest responsive, responsible bidder.		
		Sincerely,
		Robert J. McErlane Assistant Purchasing Agent

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE CITY OF WOODBURY FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES FROM JANUARY 24, 2013 TO JANUARY 23, 2014, FREE OF CHARGE**

**WHEREAS**, the City of Woodbury (hereinafter the "City"), located in the County of Gloucester, has a need for landscape design services, specifically to develop a landscape design for the Evergreen Avenue School Mosaic Project, and other possible projects; and

**WHEREAS**, the County of Gloucester (hereinafter the "County") employs a Landscape Design Architect in its Parks and Recreation Department; and

**WHEREAS**, the City has requested the County to make its Landscape Design Architect available to the City for the provision of such services for the City; and

**WHEREAS**, the County and the City desire to enter into an agreement for the purpose of describing the nature of the services to be provided, and the relationship in this context of the parties, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

**WHEREAS**, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services; and

**WHEREAS**, the County makes this service available to all municipalities within Gloucester County free of charge for one year, and this service shall be effective from January 24, 2013 to January 23, 2014.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute the Shared Services Agreement between the County of Gloucester and the City of Woodbury from January 24, 2013 to January 13, 2014, for the provision of landscape consultation services by the County's Landscape Design Architect, for a landscape design for the Evergreen Avenue School Mosaic Project and other possible projects, free of charge.

**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**

**SHARED SERVICES AGREEMENT BETWEEN THE  
COUNTY OF GLOUCESTER AND THE CITY OF WOODBURY  
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

**This Uniform Shared Services Agreement** (“Shared Services Agreement”), dated this **23<sup>rd</sup>** day of **January, 2013** by and between the **City of Woodbury**, a body politic and corporate of the State of New Jersey (hereinafter the “City”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the City, which is located in the County, has need for a Landscape Architect’s design services to develop a landscape design complimenting the Evergreen Avenue School Mosaic Project, and other possible projects; and

**WHEREAS**, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

**WHEREAS**, the City has requested that County make its Landscape Design Architect available to the City for the provision of such services; and

**WHEREAS**, the County is willing and able to make its Landscape Design Architect available to the City, and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the “Act”), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

**AGREEMENT**

**A. DESCRIPTION OF CERTAIN SERVICES.**

The County will make available to the City its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the City for a landscape design that compliments this Mosaic grant-funded project at the Evergreen Avenue School, and other possible projects in the City.

**B. NO PAYMENT FROM CITY TO COUNTY.**

The services to be provided by the County’s Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the City. The parties agree that the City is not obligated to reimburse the County for the cost of the Landscape Design Architect’s services.

**C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

**D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.**

Neither County nor City intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the City hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the City and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The City represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the City shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

**E. COMPLIANCE WITH LAWS AND REGULATIONS**

The City agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

**F. MISCELLANEOUS**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the City, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original

- document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
  6. **Further Assurances and Corrective Instruments.** The City and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
  7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
  8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
  9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
- G. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of *January 23, 2013*, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

---

ROBERT N. DILELLA,  
CLERK OF THE BOARD

---

ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR

ATTEST:

CITY OF WOODBURY

---

ROY DUFFIELD,  
CITY CLERK

---

WILLIAM VOLK Jr., MAYOR

**RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION  
FOR GRANT FUNDING IN THE AMOUNT OF \$4,900.00 FROM THE  
NEW JERSEY HISTORICAL COMMISSION;  
MINI GRANT SUPPORT FOR FISCAL YEAR 2013**

**WHEREAS**, the Department Head of the Gloucester County Parks & Recreation Department has recommended to the Gloucester County Board of Chosen Freeholders that it submit an application for grant funding from the New Jersey Historical Commission; and

**WHEREAS**, said funds are being sought from the New Jersey Historic Commission's FY13 mini grant in the amount of \$4,900.00, to support a graphic designer to design ten (10) interpretive signs documenting the Battle of Red Bank; and

**WHEREAS**, this project will draw new visitors to the Park who were previously unaware of the pivotal role Southern New Jersey played in the Revolution. The designer will work with the curator and a consulting military historian to complete the designs for review by the New Jersey Historic Commission; and

**WHEREAS**, the Gloucester County Parks & Recreation Department has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the New Jersey Historical Commission for the administration of the grant project.

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has reviewed such application and considers it to be beneficial to the citizens of the County of Gloucester.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders that submission of an application for grant funding in the amount of \$4,900.00 to the New Jersey Historic Commission is hereby authorized and said funding shall be utilized for the purposes set forth hereinabove.

**BE IT FURTHER RESOLVED** that the Freeholder Director and the Clerk of the Board hereby confirms that the County shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

**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**



G3

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Jen Janofsky

DEPARTMENT: Parks & Recreation

GRANT TITLE: N.J. Historic Commission FY13 Minigrant

DATE: January 11, 2013

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements.

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: January 23, 2013

New Jersey Relay Service - 711  
Gloucester County Relay Service  
(TTY/TTD) - (856)848-6616

## GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: \_\_\_\_\_ January 10, 2013 \_\_\_\_\_

1. TYPE OF GRANT  
\_\_\_\_\_ x \_\_\_\_\_ NEW GRANT  
\_\_\_\_\_ RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER \_\_\_\_\_

2. GRANT TITLE: \_\_\_\_\_ New Jersey Historic Commission FY13 Minigrant  
\_\_\_\_\_

3. CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE (C.F.D.A) #  
\_\_\_\_\_

4. GRANT TERM: FROM: \_\_\_\_\_ March 2013 \_\_\_\_\_ TO: \_\_\_\_\_  
September 2013 \_\_\_\_\_

5. COUNTY DEPARTMENT: \_\_\_\_\_ Parks and Recreation  
\_\_\_\_\_

6. DEPT. CONTACT PERSON & PHONE NUMBER: \_\_\_\_\_ Jen Janofsky  
(856)853-5120 \_\_\_\_\_

7. NAME OF FUNDING AGENCY: NJ Historic Commission  
\_\_\_\_\_

8. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): \_\_\_\_\_ We are seeking funds to support a graphic designer to design ten interpretative signs documenting the Battle of Red Bank. Existing signage is limited, outdated, and not ADA compliant. The designer will work with the curator and a consulting military historian to complete the designs for review by the historic commission.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME	AMOUNT	NAME	AMOUNT

10. TOTAL SALARY CHARGED TO GRANT: \_\_\_\_\_

11. INDIRECT COST (IC) RATE: \_\_\_\_\_%

12. IC CHARGED TO GRANTS \$ \_\_\_\_\_

13. FRINGE BENEFIT RATE CHARGED TO GRANT: \_\_\_\_\_%

14. DATE APPLICATION DUE TO GRANTOR 1/10/13

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
----------------	------------------	-----------------

GRANT FUNDS	<u>\$4,900</u>	
-------------	----------------	--

CASH MATCH		_____
------------	--	-------

Documentation)

(Attach

IN-KIND MATCH	<u>\$2,250</u>	
---------------	----------------	--

TOTAL PROGRAM BUDGET: \$ 7,150

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?

YES x NO \_\_\_\_\_

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. [lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us) Yes X No \_\_\_\_\_

DEPARTMENT HEAD: *Chuck R...*  
Signature

DATE: 1/10/13

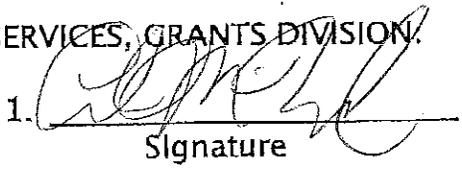
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 10 JAN 2013 CK

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

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION.

1.   
Signature

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

Revised: 05/31/2012

C2 Form  
Gloucester County Operational Budget 2013  
Parks and Recreation Department

Grant: FY13 New Jersey Historic Commission Minigrant Request: \$4,9000

20217 Professional Outside Services \$4,200  
Metcalfe Architecture and Design, graphic design for proposed signage

20217 Professional Outside Services \$200  
Historic Images Rights and Reproductions

20215 Consulting Services \$500  
Greg Urwin, Ph.D., consulting military historian

50% Match Required \$2,250  
Jennlfer Janofsky's salary (75 hours @ \$30/hr)

Total: \$7150

Date Submitted: January 13, 2013



1/3/2013 11:15:34 AM  
 10.10.10.10  
 10.10.10.10  
 10.10.10.10

Main Menu > Actions > Application Menu > Related Pages >

SAVE SAVE/NEXT DELETE ADD NOTE FIRST PREVIOUS NEXT  
 LAST

The system is for general use only. It is not intended for use by the public. It is not intended for use by the public. It is not intended for use by the public.

Created By: Janofsky, Jennifer on 1/3/2013 11:14:30 AM  
 Last Modified By: Janofsky, Jennifer on 1/3/2013 11:15:34 AM  
[Go to Related Pages](#)

You are here: > Application Forms

**GENERAL INFORMATION**

**Instructions:**

- Fields with an \* next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Application Menu click the **Application Menu** link above.

**Project Title:** Red Bank Battlefield Park Interpretative Signage Proj \*

**Check One:** \*  Minigrant

**Name and Address**

Gloucester County  
 Court House Post Office Box 337  
 Woodbury, NJ 08096-0000  
 Phone: (856) 853-3390

**Legislative District:**

**Email Address:** **Website:**

**Note:** The above name and address should represent the primary organization associated with your FEIN number and is where all payment vouchers and payments will be sent. (For some applicants who are members of larger organizations including counties, municipalities, and universities, this might be different from the actual name and address of your organization).

Please enter the authorizing official and organization name and address that should be used for all OTHER program documents (not including payments) and correspondence below. (This will not change your name and address in the New Jersey Treasury database. If the above name and address is incorrect, you need to contact the Treasury Department directly. If the above name and address is correct, please copy and paste it below.)

**Authorizing Official:** Mr. \* First Name: Robert \* Last Name: Damming \* \*

**Organization/Individual Name:** Gloucester County Parks and Recreation \*

**Address:** Gloucester County Court House  
 PO Box 337 \*

**City:** Woodbury \* **State:** New Jersey \* **Zip:** 08063 \*

**Phone:** (856) 853-5120 \*

**Fax:**

**Email:** jjanofsky@co.gloucester.nj.us \*

**Web:**

**Type of Applicant \***

Individual (Applicants for teaching proposals must complete the Teaching Grant Applicants section.)

Institutional (Complete the Institutional Applicants section and, if for teaching projects, the Teaching Grant Applicants section.)

**Type of Organization**

Historical Society

Museum

Historic Site

- Library/Archives
- County/Local Agency
- Other

Year Established: 1/1/1686 Accredited by American Association of Museums?  Yes  No

Federal ID #: 216000660\*

Fiscal Year End: 12/31 Charities reg. #: 0000000

Type of Project	Individuals	Organizations
<input type="checkbox"/> Conservation of Historic Materials	No	Yes
<input type="checkbox"/> Educational Initiatives	Yes	Yes
<input checked="" type="checkbox"/> Exhibitions	No	Yes
<input type="checkbox"/> Public Programs	No	Yes
<input type="checkbox"/> Research	Yes	Yes
<input type="checkbox"/> Publications	Yes	Yes
<input type="checkbox"/> Website Development	No	Yes
<input type="checkbox"/> Digitization	No	Yes
<input type="checkbox"/> Film, Videotape, Radio	Yes	Yes
<input type="checkbox"/> Fellowships	Yes	No

In the space below, briefly summarize the project. This summary does not substitute for the project narrative.

The Whitall House is a historic, eighteenth-century Quaker plantation located along the banks of the Delaware River. In the fall of 1777, American forces seized the Whitall property and constructed Fort Mercer immediately adjacent to the house. Fort Mercer was a crucial fort in the "river campaign" of 1777 to prevent British forces from receiving supplies into occupied Philadelphia. In October of 1777, the seriously outnumbered American forces inflicted heavy losses on British and Hessian troops at the Battle of Red Bank. The victory allowed Washington the time he needed to move his forces to Valley Forge and encouraged the French to enter the war. We are seeking funds to support a graphic designer to design ten interpretative signs documenting the Battle of Red Bank. Existing signage is limited, outdated, and not ADA compliant. The designer will work with the curator and a consulting military historian to complete the designs for review by the historic commission.

979 of 1000

Grant period: 3/15/2013 to 9/1/2013 \*

(See page 21 of the guidelines)

**Budget Summary**

Total requested from the NJHC \$0

Match \$0

Organizations with annual operating budgets of at least \$500,000 (and all divisions of such organizations) are expected to show a match. See Page 10 of the Guidelines.

Portion of Total Requested from NJHC for general operating costs of project: \$0

(only for groups that do not hold a General Operating Support grant for the current fiscal year)

Portion of Total Requested from NJHC for project use: \$4,500

**Institutional Applicants:** complete the following.

**Project Director:** Dr. \_\_\_\_\_ First Name: Jennifer Last Name: Janofsky

Street Address: Gloucester County Parks and Recreation  
PO Box 337

City: Woodbury

State: New Jersey Zip: 08096

Daytime Telephone: (856) 853-5120

Position with Applicant: Museum Curator, Whitall House

**Chief Financial Officer:** Mr. \_\_\_\_\_ First Name: Gary Last Name: Schwarz

Institution's Annual Budget: \$79,900

Number of Members: \_\_\_\_\_

**Teaching Grant Applicants:** complete the following.

**Department Chairperson:** \_\_\_\_\_ First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

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

**All Applicants:** complete the following.

Have you applied for or received other grants to help support this project? If so, please list them and the organizations that administer them.

0 of 1500

If you have received a grant from the Historical Commission in the last 5 years, state for each grant the year of the grant, the amount awarded, and the type of grant (general operating support, project or minigrant).

0 of 1500

Empty text input area for grant details.

NO. AWARDED: 0

[General Information\(1\)](#)

[Budget Form](#)

[Required Attachments](#)

[Miscellaneous Attachments](#)

[Application Certification](#)

**SAVE** **SAVE/NEXT** **DELETE**  **ADD NOTE** **FIRST** **PREVIOUS** **NEXT**  
**LAST**

5/23/2008

© Copyright 2000-2007 Agate S

Powered by IntelliGrants



STATE OF  
NEW JERSEY  
**SAGE**

System for Administering Grants Electronically

Application Form  
Budget Form  
Declaration of Intent Form  
Narrative Form  
Final Report Form

Main Menu ▶ Actions ▶ Application Menu ▶ Related Pages ▶

SAVE SAVE/NEXT DELETE  
ADD NOTE FIRST PREVIOUS NEXT LAST

Created By: Janofsky, Jennifer on 1/3/2013 11:17:31 AM  
Last Modified By: Janofsky, Jennifer on 1/10/2013 12:15:49 PM  
[Go to Related Pages](#)

You are here: > Application Forms

### BUDGET FORM

#### Instructions:

- Fields with an \* next to them must be completed.
- After entering all information click the **SAVE** button.
- To proceed to the next page you may click the **NEXT** button or use the Related Pages section at the bottom of the page
- To return to the Declaration of Intent menu click the **Declaration of Intent Menu** link above.

Itemize these expenses in the narrative budget.

Total requested from the NJHC \$0

Category of Expenditure	Grant Funds Requested	Matching Funds (If applicable)	Total
Transportation	\$0	\$0	\$0
Food, lodging	\$0	\$0	\$0
Photocopying, photography	\$0	\$0	\$0
Purchase / rental of equipment	\$0	\$0	\$0
Salaries, fringe benefits	\$0	\$2,250	\$2,250
Honoraria	\$500	\$0	\$500
Professional services, fees	\$4,200	\$0	\$4,200
Typesetting, printing	\$0	\$0	\$0

/10/13

IntelliGrants

Postage, telephone	\$0	\$0	\$0
Materials and supplies	\$0	\$0	\$0
Typing, transcribing	\$0	\$0	\$0
Insurance, accountant services	\$0	\$0	\$0
Personal maintenance	\$0	\$0	\$0
Operating support	\$0	\$0	\$0
Other (specify)			
Reproduction Rights	\$200	\$0	\$200
<b>Totals</b>	<b>\$4,900</b>	<b>\$2,250</b>	<b>\$7,150</b>

General Information  
 Budget Form(1)  
 Required Attachments  
 Miscellaneous Attachments  
 Application Certification

Red Bank Battlefield Park Interpretive Signage Project  
Application to the New Jersey Historic Commission

**The Project**

On October 22, 1777, American troops, despite being dramatically outnumbered, successfully defended Fort Mercer against Hessian forces. The Battle of Red Bank was part of the larger River Campaign of 1777, an attempt to keep the British from resupplying occupied Philadelphia. The American victory at Fort Mercer is significant for two reasons: 1) victory allowed General George Washington time to establish camp at Valley Forge and 2) it encouraged the French to enter the War for Independence on the side of the fledgling United States.

Fort Mercer is a National Historic Landmark located in National Park, New Jersey. The remains of the fort are located at Red Bank Battlefield Park which is part of the Gloucester County Park system. Red Bank Battlefield Park is a scenic 44-acre site located along the banks of the Delaware River and is also home to the James and Ann Whitall House, a historic house museum which interprets eighteenth-century farm and domestic life. The park receives over 200,000 visitors a year. The Whitall House receives 6,000 people a year.

Tours of the Whitall House and Fort Mercer are limited by volunteer availability. If visitors chose to visit the battlefield, the signage is limited (one sign for the entire battlefield area), dated, and not ADA accessible (see provided example). In May 2012, the firm Dommert and Philips completed *The Red Bank Battlefield and Whitall House Interpretive Plan* which strongly recommended new interpretive signage to support more aggressive Revolutionary War programming. We are applying to the New Jersey Historic Commission for \$4,900 to graphically design nine signs documenting the Battle of Red Bank. Upon completion of the design, Red Bank will submit an application to the New Jersey Historic Commission for the fabrication and installation of the new signage.

**Our Mission:**

The Red Bank Battlefield Park and Ann Whitall House of Gloucester County, New Jersey invites visitors to participate in a unique adventure in Living History. By making history come alive through civic engagement, partnerships, and new, non-traditional, interactive programs, this historic site will attract a new generation of history lovers and engage our local and regional neighbors inviting them to experience the Whitall Family Homestead where the Revolutionary War unfolded in their own backyard.

The Red Bank signage project will allow for new programming emphasizing the region's rich Revolutionary history. The Whitall House has focused almost exclusively on eighteenth-century Quaker family life while devoting little time and attention to the Battle of Red Bank. The project will bring interpretive balance to the park and draw new visitors who were previously unaware of the pivotal role South Jersey played in the Revolution.

## **Priorities**

The Red Bank signage project advances a number of the state's priorities. This application is solely for the design of interpretive signs. However, it is the ultimate goal to have new signage installed at the park in 2014. We are exploring many opportunities for Red Bank to participate in the 350th Anniversary of the the state and feel that our park can provide multiple programming opportunities highlighting South Jersey's contributions to the Revolution. The park already has a large number of visitors but very few realize the significance the park played in New Jersey history. In addition to reaching routine park visitors, the signage project will facilitate more programming opportunities to discuss Revolutionary history drawing in new visitors and aid in interpretation for elementary and middle school field trips.

## **Historical Background**

In 1748 James and Ann Whitall, prominent South Jersey Quakers, constructed a 400-acre plantation at Red Bank, along the banks of the Delaware River. Red Bank became home to a thriving family business which included a shad fishery, orchards, and livestock. Together, Ann, James, and their 7 children enjoyed the fruits of their labor while struggling to maintain their Quaker identity in an increasingly political environment.

In October of 1777, the American Revolution came to Red Bank. In September the British had occupied Philadelphia. American forces, realizing the significant role the Delaware River would play in supplying British troops in Philadelphia, commandeered the Whitall property and constructed Fort Mercer. Fort Mercer, located across the river from Fort Mifflin, became a strategic fortification against British naval forces.

On October 21, 1777 a group of 1,200 Hessian soldiers attacked Fort Mercer. American forces, warned by the young American soldier Jonas Cattell that the Hessians were planning on attack, prepared the fort. American troops inflicted massive casualties and the Whitall House acted as a field hospital for the wounded. Ann, who had stayed in the house during the battle, tended to the wounded with medicinal herbs from her garden. Although the American forces eventually lost the River Campaign, the victory at Mercer allowed General George Washington the time he needed to establish camp at Valley Forge, demonstrated the tenacity of the American soldiers, and encouraged the French to enter the War of Independence on the side of the United States.

In 1972, Red Bank Battlefield was declared a National Historic Landmark and added to the National Register of Historic Places. Today, the property is managed and maintained by Gloucester County Parks and Recreation, under the Gloucester County Board of Chosen Freeholders. The house and battlefield are part of the Red Bank Battlefield Park which receives over 200,000 visitors yearly and occupies a 44-acre site along the banks of the Delaware River. The Whitall House offers seasonal tours focusing on colonial farm life and Quaker themes and is visited by approximately 6,000 people a year.

## The Project Plan:

### **Phase 1: Complete**

Jennifer Janofsky, Ph.D., museum curator and Megan Giordano Fellow in Public History at Rowan University, has already performed preliminary research and identified nine topics appropriate for signage which will carefully document the Battle of Red Bank, bring to life the key leaders and soldiers pivotal to the American victory, and emphasize the importance of South Jersey in Revolutionary War history.

### **Proposed Signs:**

#### 1) Gloucester County's Role in the Revolution:

Gloucester County residents were extremely conflicted by the Revolution. Loyalists faced off against Patriot neighbors while many Quaker families, like the Whitalls, refused to take sides. This sign explores the local conflict, reasons for identifying with either side during the war, and the Whitall's experience with navigating troubled political and social waters.

#### 2) The River Campaign of 1777

In September of 1777 British forces occupied Philadelphia. Access to the Delaware River became crucial to supplying the city. The Whitall family turned down numerous requests by American forces to construct a fortification on their property. In October of 1777, Americans seized the Whitall's property and constructed Fort Mercer immediately next to the Whitall house. Together, Forts Mercer, Mifflin (immediately across the river) and Billingsport (to the south) worked to prevent the British from supplying the city.

#### 3) The Key Figures

Fort Mercer was named for Brigadier General Hugh Mercer, the fallen hero of the Battle of Princeton. Mercer acted as a rallying symbol for the American cause. Colonel Christopher Greene commanded the First Rhode Island Regiment at Fort Mercer. His leadership was crucial to victory at the Battle of Red Bank. After the battle he advocated for and won the right to recruit and lead African American soldiers. Colonel Carl von Donop commanded the Hessian forces and attempted to regain his reputation at Red Bank after a stinging loss at Trenton. Donop died a few days later from injuries sustained during the battle.

#### 4) A Soldier's Life

Who were the soldiers who fought at the Battle of Red Bank? This sign explores the First Rhode Island Regiment and discusses what "a day in the life" of a soldier looked like. Topics will include the food they ate, the uniforms they wore, the equipment they carried, the games they played, and their views on soldiering.

#### 5) African American Soldiers

Of historical debate is whether or not Christopher Greene's First Rhode Island regiment contained African American troops at the time of the battle. After Red Bank, Greene officially recruited African American troops to fill the ranks of the American forces. More research needs to be performed to determine if any African Americans were present before Greene's official approval to actively recruit.

#### 6) The Battle of Red Bank

On October 22, Colonel Carl von Donop advanced 1,200 Hessians on Fort Mercer. Dramatically outnumbered, American forces held the fort with 400 soldiers. They did, however, possess a distinct advantage. The previous day, a young American soldier named Jonas Cattell had overheard Hessian soldiers in Haddonfield discussing their plans to assault the fort. Cattell, a local hunter known for his knowledge of the South Jersey backwoods, ran ten miles to alert Greene's men. The Americans were extremely prepared despite their lack of men and inflicted heavy losses on the Hessians. It's estimated 400 Hessians died during the battle many of whom were buried along the banks of the Delaware.

#### 8) The Naval Engagement

While the battle raged at Fort Mercer, American and British naval forces engaged in intense fire on the Delaware River. Earlier in the fall of 1777, American forces had sunk chevaux de frise (racks of wooden, spiked spears) which proved difficult for the British to navigate. During the conflict, two British ships caught fire after running aground: the Augusta and the Merlin. The Merlin exploded the next day--a blast so loud it was heard as far north as Germantown in Philadelphia. The park displays multiple canons and a portions of chevaux de frise recovered from the Delaware River.

#### 9) The Medicinal Garden

Family matriarch Ann Whitall maintained an active medicinal herb garden. While the rest of her family evacuated to nearby Woodbury for the American occupation of their property, Ann refused to leave. She was present during the battle and acted as a nurse to wounded soldiers when her home was converted into a field hospital. Ann tended to the wounded using herbs from her garden. The Whitall House has recreated Ann's garden with a representative sample of what was grown at that time. The sign will offer an explanation of the importance of herbs in eighteenth-century healing as well as a discussion of Revolutionary War medicine.

#### 9) The Aftermath

The American forces eventually lost the River Campaign with the fall of Mercer and Mifflin later in the fall of 1777 but the victory at Red Bank was significant for two reasons: 1) It allowed Washington's forces the necessary time to establish camp at Valley Forge 2) The victory persuaded the French to enter the war on the side of the Americans. The Whitall's property was destroyed and they didn't return to their home until the spring. James Whitall never forgave American troops for the destruction of his fruit orchards.

## **Phase 2: March -May**

Janofsky will fully research the proposed topics drawing on secondary sources and consulting local archives when appropriate. Temple University military historian Greg Urwin will serve as a consultant during this period to guide Janofsky to appropriate literature and archival sources. Janofsky will also identify images to be used in the design process and obtain any necessary reproduction rights.

## **Phase 3: June-July**

Janofsky will write the text for the signs which will be presented in a narrative form to fully engage park visitors. Janofsky will incorporate primary source observations into the body of the narrative to allow the Battle's participants to speak to contemporary visitors. Of utmost importance is the ability of the signs to capture a park visitor's attention and to convey to them the significance of the landscape to South Jersey Revolutionary history.

## **Phase 4: August-September**

Metcalfe Architecture and Design will perform the necessary graphic design for the signs. Aaron Goldblatt will direct the project and work with Janofsky to insure the signs effectively represent the topic material. In September an application will be made to the New Jersey Historic Commission for funding to support fabrication of new signage based on Metcalfe's designs. Ideally the signage will be ready for installation in the spring of 2014, in time for the 350th Anniversary Celebration.

## **Personnel**

### **Jennifer Janofsky, Ph.D., Rowan University Megan Giordano Fellow in Public History, Museum Curator, Whithall House and Red Bank Battlefield**

Dr. Janofsky is the curator of the Whithall House. Her responsibilities include teaching classes in Public History at Rowan, monitoring student interns, and curating the house. Janofsky received her B.A. (1995) from the University of Scranton and a Ph.D. in Early American History and Public History from Temple University. From 2003-2004 she was the McNeil Center for Early American Studies Barra Dissertation Fellow. In addition to teaching classes in Early American and Public history, Janofsky has worked extensively in museum interpretation curating exhibits and designing interpretive signage. Her work can be seen at the Eastern State Penitentiary Historic Site, the National Constitution Center, and the Philadelphia Museum of History (the former Atwater Kent Museum). Janofsky will serve as the primary researcher and writer.

### **Gregory Urwin, Ph.D., Temple University**

Urwin is a military historian whose work spans the American War of Independence through World War 2. He has published nine books, including *Facing Fearful Odds: The Siege of Wake Island*, which received the General Wallace M. Greene, Jr., Award from

the Marine Corps Heritage Foundation, and his latest, *Victory in Defeat: The Wake Island Defenders in Captivity, 1941-1945*. Urwin is now researching a social history of the campaign that Lord Charles Cornwallis conducted in Virginia in the spring and summer of 1781, and recently finished fellowships at the William L. Clements Library and Anderson House, the national headquarters of the Society of the Cincinnati. Urwin has also authored many articles and essays. One on Civil War racial atrocities and reprisals claimed the Harold L. Peterson Award from the Eastern National Park and Monuments Association. Urwin has lectured at the U.S. Naval Academy, U.S. Military Academy, U.S. Army Military History Institute, Philadelphia's Union League, American Philosophical Society, William L. Clements Library, David Library of the American Revolution, Fort Ticonderoga, and U.S. Army War College. Urwin is the vice president of the Society for Military History, a fellow in both the Company of Military Historians and the Foundation for the Defense of Democracies, and general editor of the Campaigns and Commanders Series from University of Oklahoma Press. Urwin will be the military history consultant responsible for guiding research and reviewing final content for accuracy.

**Aaron Goldblatt, Museum Planner, Senior Exhibit Developer, Metcalfe Architecture and Design**

Goldblatt has worked for over 30 years developing, designing, and fabricating museum installations. He has worked at the Academy of Natural Sciences, the Wagner Free Institute of Science, the Please Touch Museum and has been with Metcalfe Architecture and Design since 2002. He routinely presents his work at the American Alliance of Museums and Mid-Atlantic Association of Museums annual meetings. In addition to his impressive professional portfolio, Goldblatt has also taught in the Museum Studies program at the University of the Arts since 1999. Goldblatt will act as the project manager and liaison between Red Bank and Metcalfe.

**Katy Blander, Exhibit Designer, Metcalfe Architecture and Design**

Blander is the senior exhibit designer for Metcalfe. Prior to joining the group in 2012, she was a senior designer with Steve Feldman Design. From 1990-1996 she worked at the Rosenbach Museum and Library. Blander will work with Goldblatt and Janofsky to design the signs.

## Itemized Budget Narrative

### Metcalfe Architecture and Design

-Graphic Design for proposed signage	\$4,200
Greg Urwin, Ph.D. -Consulting Military Historian	\$500
Historical Images Right and Reproduction	\$200
Total	<hr/> \$4,900

Metcalfe Design and Architecture has agreed to design ten interpretive signs for \$4,200. The cost includes one meeting with Aaron Goldblatt to discuss concept, phone calls to determine style, and a joint review of the final product. Military historian Greg Urwin has agreed to review text for historical accuracy and provide guidance regarding primary and secondary sources for a fee of \$500. We estimate rights and reproduction costs to be \$200.

## Curriculum Vitae

### **Jennifer Lawrence Janofsky, Ph.D.**

423 Hillside Avenue  
Jenkintown, Pennsylvania 19046  
(H) 215.886.2710 (cell) 215.620-4781  
jen@janofsky.net

### **Current Positions:**

- July 2012: Present     Megan Giordano Fellow in Public History, Rowan University  
Curator, Whithall House and Red Bank Battlefield Park
- Fall 2010-Present:     Instructor of Public History, Villanova University, Department of History
- Spring 2011:             Visiting Instructor of Public History, Rutgers University, Camden
- 2001-Present:          Consultant, Eastern State Penitentiary Historic Site
- 2004-Present:          Post-Doctoral Research Associate, McNeil Center for Early American  
History, University of Pennsylvania

### **Education:**

- May, 2004:     Ph.D. Temple University, Department of History, Philadelphia, Pennsylvania
- Specialties: Social/Cultural History of the Early American Republic  
Public History/Material Culture  
Race and Ethnicity
  - Dissertation: "'There is no hope for the likes of me': Eastern State  
Penitentiary, 1829-1856" directed by Dr. Susan Klepp
- May, 1997:     M.A., History, Villanova University, Villanova, Pennsylvania.
- May, 1995:     B.A., History, 1995, *Cum Laude*, University of Scranton, Scranton,  
Pennsylvania.

### **Fellowships:**

## Curriculum Vitaes

McNeil Center for Early American Studies Barra Dissertation Fellowship,  
2003-2004, University of Pennsylvania, Philadelphia, Pennsylvania.

Andrew W. Mellon Foundation Research Fellowship at the Library Company of Philadelphia  
and the Historical Society of Pennsylvania, 2002.

Pennsylvania Humanities and Museum Commission Scholar in Residence, May  
2001- July 2001 (Pennsylvania State Archives, Harrisburg, Pennsylvania).

### **Public History Projects:**

2001-Present: Eastern State Penitentiary Historic Site

Independent Contractor:

Responsibilities include coordinating, researching, and organizing material for rotating  
exhibitions as well as facilitating the drafting of an institutional plan encompassing preservation,  
restoration, educational planning, and exhibit development.

Exhibitions have included:

- Race and Ethnicity: Prisoners and Eastern's Changing Prison Population
- Alone: Solitary Confinement in American History
- Building History: Recently Donated Objects and Images
- 1829 Prisoner John Currin Cell Re-creation
- Jewish Life at Eastern State

June 2009: Edward M. Kennedy Institute for the United States Senate

Subcontractor for Remer and Talbott Historical Consultants

Responsibilities include researching the history of the United States Senate, the senate career of  
Edward Kennedy, and drafting exhibit text and information panels for design implementation

January 2004-January 2006: Pennsylvania Historical and Museum Commission

Reviewer for the Historical Marker Program

Responsibilities included reviewing materials for historical accuracy and merit for the historical  
marker program.

February 2002-January 2003: National Constitution Center

Independent Contractor:

Responsibilities included authoring exhibition labels and researching people and events for  
incorporation into multimedia environments. Each label captured a moment in time when a  
Constitutional issue provided a moment to discuss the changing understandings of rights,  
citizenship, and American identity.

## Curriculum Vitae

June 1999-August 1999: National Liberty Museum of Philadelphia

Independent Contractor:

Responsibilities included reviewing exhibits and text for historical accuracy and assisting the staff in their interpretation of the meaning of "freedom" in American history. I worked with the interpretative staff to make their exhibition more reader friendly and approachable to a general public. We re-worked exhibition labels and included more of the "human element" to better engage the public.

January 1999-May 1999: Atwater Kent Museum

Independent Contractor:

Responsibilities included assisting the director in the redesign and re-scripting of a semi-permanent installation, "Making it in Philadelphia: A City's Industrial Past." The former exhibit had been lacking a narrative structure so we re-scripted the exhibit based on the latest scholarship on Philadelphia's past and presented in a way to increase visitor engagement both from a narrative perspective and stylistic approach.

### References:

Dr. Marc Gallicchio, Villanova University, Chair, Department of History,

[marc.gallicchio@villanova.edu](mailto:marc.gallicchio@villanova.edu)

Sean Kelley, Executive Vice President for Programming, Eastern State Penitentiary Historic Site, [sk@easternstate.org](mailto:sk@easternstate.org)

Dr. Susan Klepp, Temple University Department of History, [sklepp@temple.edu](mailto:sklepp@temple.edu)

Dr. Daniel Richter, McNeil Center for Early American Studies, University of Pennsylvania, [drichter@history.upenn.edu](mailto:drichter@history.upenn.edu)

Dr. Richard Immerman, Temple University Department of History, "Richard H. Immerman"  
[richard.immerman@temple.edu](mailto:richard.immerman@temple.edu)

## Curriculum Vitae

GREGORY J. W. URWIN

Professor, Department of History

Temple University

Gladfelter Hall

1115 W. Berks Street

Philadelphia, PA 19122-6089

Office: (215) 204-3809, Home: (267) 880-0273

### EDUCATION

Ph.D., University of Notre Dame, 1984

M.A., University of Notre Dame, 1981

M.A., John Carroll University, 1979

B.A., Borromeo College of Ohio, 1977 (Summa Cum Laude)

### TEACHING EXPERIENCE

2000- Professor, Department of History, Temple University

1999-2000 Associate Professor, Department of History, Temple University

1994-1999 Professor, Department of History, University of Central Arkansas

1988-1994 Associate Professor, Department of History, University of Central Arkansas

1984-1988 Assistant Professor, Department of History, University of Central Arkansas

1983-1984 Assistant Professor of American History, Saint Mary of the Plains College<sup>2</sup>

1982-1983 Instructor of American History, Saint Mary of the Plains College

### BOOKS

Custer Victorious: The Civil War Battles of General George Armstrong Custer. Rutherford, Teaneck, and Madison, New Jersey: Fairleigh Dickinson University Press, 1983; paperback ed., Lincoln: University of Nebraska Press, 1990; reprint ed., New York: Blue & Grey Press, 1996.

The United States Cavalry: An Illustrated History. Poole, Dorset: Blandford Press, 1983; paperback ed., Poole, Dorset: Blandford Press, 1985; Braille ed., Honolulu: Library for the Blind and Physically Handicapped, Hawaii State Public Library System, 1990; reprint ed., Norman: University of Oklahoma Press, 2003.

Facing Fearful Odds: The Siege of Wake Island. Lincoln: University of Nebraska Press, 1997; paperback ed., Lincoln: University of Nebraska Press, 2002 (Winner, General Wallace M. Greene, Jr., Award, 1998, Marine Corps Heritage Foundation).

Victory in Defeat: The Wake Island Defenders in Captivity, 1941-1945. Annapolis: Naval Institute Press, 2010.

## Curriculum Vitaes

### BOOKS (in Progress)

“When Freedom Wore a Red Coat: A Social History of Cornwallis’ 1781 Virginia Campaign.”

### PUBLIC SERVICE AND PUBLIC HISTORY

On-Screen Commentator, America’s First D-Day: Washington Crossing, Scott Randolph and Trey Crease Productions, forthcoming, 2012.

Humanities Scholar, Underground Railroad and Civil War Project, Mercer Museum, Bucks County Historical Society, Doylestown, Pennsylvania, 2011.

Historical Consultant, “Civil War Helena: Gateway to Freedom,” Southern Bancorp Capital Partners, 2009-.

On-Screen Commentator, The Battle of Bunker Hill, Light a Candle Films, L.L.C., Simi Valley California, 2009.

On-Screen Commentator, Go Postman, Tokyo Broadcasting System, Tokyo, Japan, 2008.

On-Screen Commentator, The Color Bearers, AOV Productions, Philadelphia, Pennsylvania, 2008.

On-Screen Commentator, Washington’s Generals, 6-part series on the American Revolution produced by Cosgrove-Meurer Productions, Los Angeles, California, for the History Channel, New York, New York, 2006.10

On-Screen Commentator, Washington the Warrior, Cosgrove-Meurer Productions, Los Angeles, California, and the History Channel, New York, New York, 2006.

Member, Advisory Council for the Lincoln Prize at Gettysburg College, Gettysburg, Pennsylvania, 2005-.

On-Screen Commentator, Last Days of World War II, 26-part series produced by the History Channel, New York, New York, 2005.

Senior Historical Consultant and On-Screen Commentator, “Washington Crosses the Delaware,” Tech Effect, Screaming Flea Production, Seattle, Washington, and the History Channel, New York, New York, 2004.

Member, Academic Advisory Committee, David Library of the American Revolution, Washington Crossing, Pennsylvania, 2003-5, 2010-.

“From Rosie to Roosevelt: A Film History of Americans in World War II,” Bucks County Free Library, Doylestown, Pennsylvania. (Lectured and Moderated sessions on “The Double V: African Americans in the War” and “The Experience of Combat” on March 2 and 9, 2003, respectively).

Member, Advisory Committee, Delta Cultural Center (Helena, Arkansas) Civil War Development Plan Request for Qualification, Nichols Consulting, Birmingham, Alabama, 2002.

Expansion Planning Charrette, National D-Day Museum, New Orleans, Louisiana, 2002.

Senior Historical Consultant and On-Screen Commentator, Wake Island: Alamo of the Pacific, Greystone Communications, Inc., North Hollywood, California, and the History Channel, New York, New York, 2001-3.

On-Screen Commentator, “Movies in Time” (Wake Island), History Channel, New York, New York, 8 June 2002.

## Curriculum Vitae

### **Aaron Goldblatt,**

Museum Planner, Senior Exhibit Planner

Metcalf Architecture and Design

211 North 13th Street • Suite 503 • Philadelphia, PA 19107 • T: (215) 557-9200 •

[www.metarchdesign.com](http://www.metarchdesign.com)

#### Professional Experience

#### **METCALFE ARCHITECTURE & DESIGN**

Philadelphia, PA / 2002 to Present

*Museum Planning / Children's Environments / Experience Planning and Design:* From conceptual visioning to front-end evaluation / prototype planning, through fabrication administration

#### **WAGNER FREE INSTITUTE OF SCIENCE**

Philadelphia, PA / 2001 to 2002

*Assistant Director:* Responsible for all aspects of the management of this 19th century, National Historic Landmark natural history museum and library

#### **PLEASE TOUCH MUSEUM®**

Philadelphia, PA / 1997 to 2001

*Vice President of Exhibits:* Part of senior management team, involved in all aspects of museum policy and planning. Responsible for design, fabrication, installation and maintenance of all exhibits at current museum and for the visitor experiences for \$65 million dollar expansion and relocation of museum to the Philadelphia waterfront

#### **ACADEMY OF NATURAL SCIENCES**

Philadelphia, PA / 1996 to 1997

*Director of Exhibits:* Responsible for all exhibit design, fabrication, installation, and maintenance for temporary, permanent, and traveling exhibits

#### **PLEASE TOUCH MUSEUM®**

Philadelphia, PA / 1991 to 1996

*Director of Museum Services:* Responsible for Exhibits, Collections, and Physical Plant departments of the museum. Project manager for a \$1.5 million renovation and expansion project completed in November, 1993

#### **TECHNICAL DESIGNER / FABRICATOR & MUSEUM INSTALLATION SPECIALIST**

Philadelphia, PA / 1980 to 1991

## Curriculum Vitae

*Membership Coordinator & Graphic Designer*

### **Education**

TEMPLE UNIVERSITY

Philadelphia, PA

*Bachelor of Music, Piano Performance, 1984*



**HISTORY DEPARTMENT**  
9th floor Gladfelter Hall  
1115 W. Berks Street  
Philadelphia, PA 19122-6089

phone 215-204-7461  
fax 215-204-5891  
email [history@temple.edu](mailto:history@temple.edu)  
web [www.temple.edu/history](http://www.temple.edu/history)

5 September 2012

Dr. Jennifer Janofsky  
Curator, Whittall House and Red Bank Battlefield  
Megan Giordano Fellow in Public History, Rowan University  
Red Bank Battlefield Park  
100 Hessian Avenue  
National Park, New Jersey 08063

Dear Dr. Janofsky:

I am pleased to accept your invitation to participate in your proposed project to install interpretive signage on the site of Fort Mercer, New Jersey, a stronghold that Continental soldiers from General George Washington's Main Army established to deny British invaders the use of the Delaware River to supply their troops in occupied Philadelphia. When a large force of Hessians attempted to storm Fort Mercer on October 22, 1777, the post's defenders repulsed them with heavy loss. That victory not only raised Patriot morale, but it was also perceived as part of the pattern of tenacious resistance that encouraged France to enter the War of Independence on the side of the infant United States.

Because of the significance of Fort Mercer, I hope that the New Jersey Historic Commission will approve your grant request to make its history more accessible to the public. With this letter, I signify my willingness to join this project as a reader, which means that I will review the signs you design for historical veracity before they go to print. I understand that your budget includes a \$500 honorarium for my services, and I consider that more than adequate.

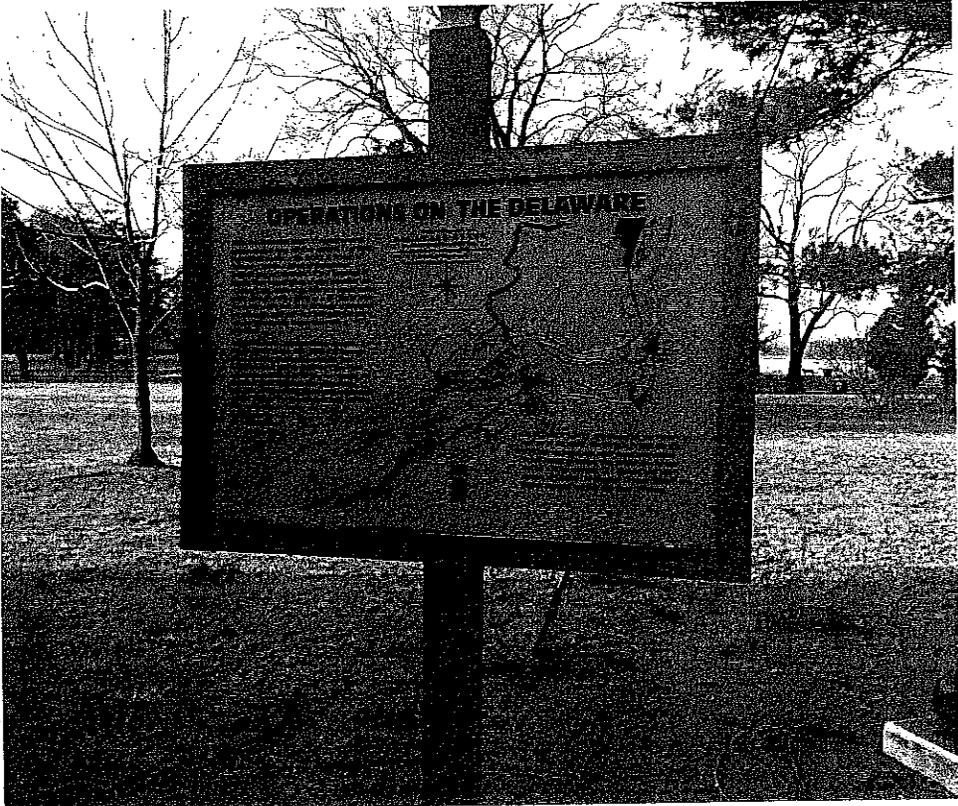
Thank you for inviting me to become a part of this important work.

Sincerely,

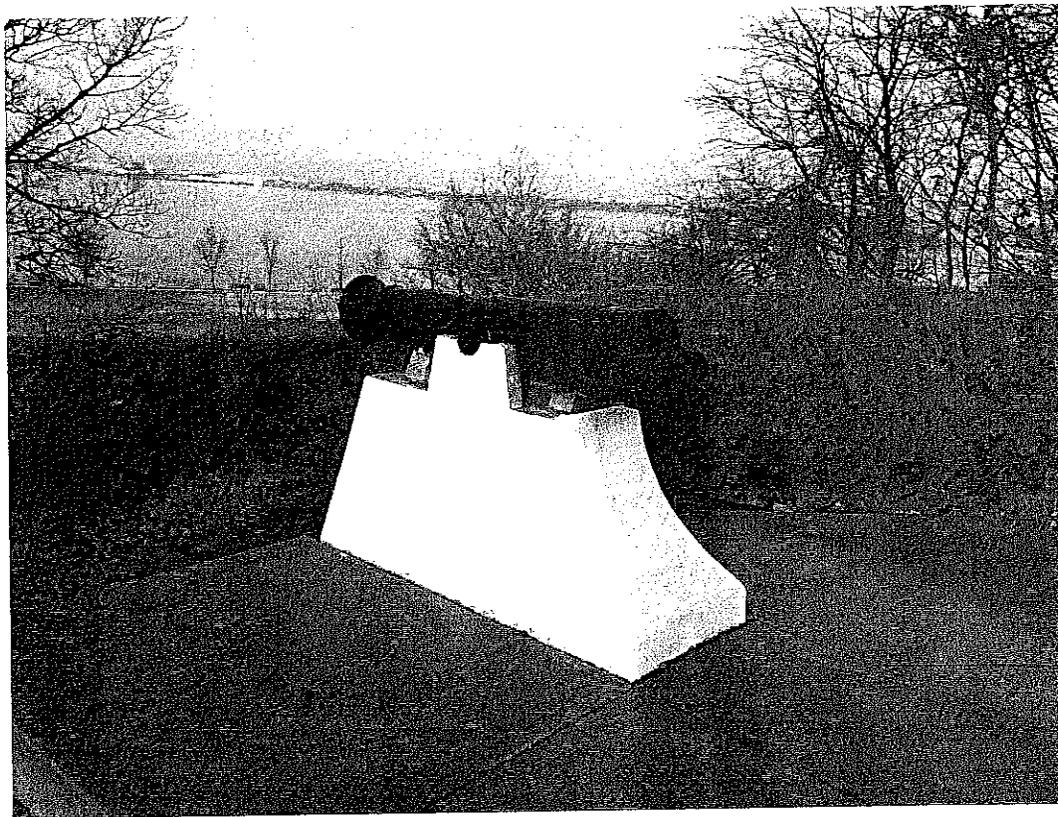
Gregory J. W. Urwin  
Professor of History

# Red Bank Battlefield Signage Project

These are the only two signs in the 44-acre park discussing the Battle of Red Bank



The park has a number of British canons recovered from the Delaware River that remain unsigned.





**METCALFE**  
ARCHITECTURE & DESIGN

Jennifer Janofsky  
Curator  
Red Bank Battlefield Park  
100 Hessian Avenue  
National Park, N.J. 08063

January 8, 2013

**RE: Graphic Design Services for Outdoor interpretive Signage  
MA&D #1278**

Dear Jen,

Thank you very much for inviting us to help you create a series of interpretive panels for the Red Bank Battlefield Park. This letter outlines my understanding of the project and our fee to provide the service.

We understand you plan on a maximum of ten 18" by 24" panels, site placement to be determined. We anticipate one on-site meeting to kick off the project and one review meeting, either at your office or in our office in Philadelphia. You will see early drafts of the designs for review and comment, and final draft designs before they go into production. We understand you will provide the draft and final text as well as the images to be used in the designs.

We also understand the signs are intended for permanent installation on the grounds of the Battlefield and will be produced on phenolic resin panels installed unframed on aluminum posts. We will work with the fabricator to review final proofs and inspect the printed signs.

Our fee to provide you with the service described above is \$4,000, not including reimbursable expenses, which will not exceed \$200 (unless preauthorized by you).

I am grateful for you inviting us to work with you and we look forward to the process. Please feel free to call or email if you have any questions or need any more information.

Sincerely yours,

Aaron Goldblatt

211 North 13th Street  
Suite 503  
Philadelphia, PA 19107

T 215 557 9200  
F 215 557 8383  
[www.metarchdesign.com](http://www.metarchdesign.com)



AARON GOLDBLATT  
Museum Planner,  
Senior Exhibit Developer

#### Professional Experience

##### **METCALFE ARCHITECTURE & DESIGN**

Philadelphia, PA / 2002 to Present

*Museum Planning / Children's Environments / Experience Planning and Design:* From conceptual visioning to front-end evaluation / prototype planning, through fabrication administration

##### **WAGNER FREE INSTITUTE OF SCIENCE**

Philadelphia, PA / 2001 to 2002

*Assistant Director:* Responsible for all aspects of the management of this 19th century, National Historic Landmark natural history museum and library

##### **PLEASE TOUCH MUSEUM®**

Philadelphia, PA / 1997 to 2001

*Vice President of Exhibits:* Part of senior management team, involved in all aspects of museum policy and planning. Responsible for design, fabrication, installation and maintenance of all exhibits at current museum and for the visitor experiences for \$65 million dollar expansion and relocation of museum to the Philadelphia waterfront

##### **ACADEMY OF NATURAL SCIENCES**

Philadelphia, PA / 1996 to 1997

*Director of Exhibits:* Responsible for all exhibit design, fabrication, installation, and maintenance for temporary, permanent, and traveling exhibits

##### **PLEASE TOUCH MUSEUM®**

Philadelphia, PA / 1991 to 1996

*Director of Museum Services:* Responsible for Exhibits, Collections, and Physical Plant departments of the museum. Project manager for a \$1.5 million renovation and expansion project completed in November, 1993

##### **TECHNICAL DESIGNER / FABRICATOR & MUSEUM INSTALLATION SPECIALIST**

Philadelphia, PA / 1980 to 1991

Developed technical designs and supervised fabrication and installation of sculpture in public and private sites throughout the United States

#### Teaching Positions

##### **UNIVERSITY OF THE ARTS**

Philadelphia, PA / 1999 to Present

*Adjunct Professor, Museum Studies Graduate Program*

#### Education

##### **RUTGERS UNIVERSITY**

New Brunswick, NJ

*Master of Fine Arts, 1990*

##### **PHILADELPHIA COLLEGE OF ART**

Philadelphia, PA

*B.F.A., Sculpture, 1980*

#### Service to the Field

##### **GENERAL OPERATING SUPPORT GRANT**

*Reviewer, 2000 to 2002*

Institute of Museum & Library Services

##### **MAP III REVIEWER, 1999 to present**

Museum Assessment Program,  
American Association of Museums

##### **PLANNING GRANT REVIEWER, 2000**

National Endowment for the Humanities

#### Board Membership

##### **The Print Center**

**VIADUCTgreene**

#### Papers & Presentations

American Association of Museums annual meeting presentations, 1996, 1997, 1998, 1999, 2004, 2005, 2008, 2010, 2011, 2012

Mid-Atlantic Association of Museums annual meeting, 1993, 1995, 1996, 1997, 1998, 2000, 2005;

Annual meeting chair, 1997

Association of Children's Museums (ACM) "Interactivity" presentations, 1995, 1996, 1999, 2004, 2005, 2008, 2010, 2011, 2012

*Hand-to-Hand*, ACM quarterly publication, "The European Mix: The Role of Culture in Shaping Museum Programs and Exhibits," 1996, and "The Importance of Playing Earnest: Our Ambivalent Attitude Toward Play," 1998

Mid-Atlantic Association of Museums publication, Introduction to "Museums: Can and Do They Make a Difference?" by Stephen E. Weil, 1998

Mid Atlantic Association of Museums  
*Creating Exhibitions Symposium*, Program Co-Chair, 2008 and Program and Presentation, 2009

#### Professional Affiliations

Association of Children's Museums

American Alliance of Museums

National Association of Museum Exhibitors

The Association for the Study of Play





KATY BLANDER  
Exhibit Designer

Professional Experience

**METCALFE ARCHITECTURE & DESIGN**

Philadelphia, PA / 2012 to Present  
*Senior Exhibit Designer*

**STEVE FELDMAN DESIGN**

Philadelphia, PA / 1996 to 2012  
*Senior Graphic Designer*

**ROSENBACH MUSEUM & LIBRARY**

Philadelphia, PA / 1990-1996  
*Membership Coordinator & Graphic Designer*

Education

**TEMPLE UNIVERSITY**

Philadelphia, PA  
*Bachelor of Music, Piano Performance, 1984*





## METCALFE ARCHITECTURE & DESIGN

211 North 13th Street, Suite 503 • Philadelphia, PA 19107  
T: (215) 557-9200 • [www.metarchdesign.com](http://www.metarchdesign.com)

### Firm Description

Metcalfe Architecture & Design, a Philadelphia firm of 10 architects, artists, designers and planners, focuses on cultural and education institutions, retail and food service, and residential architecture. Our smaller practice is attractive to clients seeking the attention of the firm's principals. We have developed a design approach that draws from our experience as designers and teachers, as well as administrators of cultural institutions.

### Design Approach

We apply our understanding of an institution's mission to the design of all public spaces. Experience has shown us the importance of researching an organization's mission, identity, and history before starting the design process. We extend this inquiry to all the school's constituent groups, until we have heard the needs of teachers, administrators, board members, and students to help us articulate the community's goals. Careful consideration of all groups assures rich and accessible experiences.

### Education and Fun

Working in museums has demonstrated to us that people learn when they are engaged and having fun. We incorporate play into architecture and design projects. We believe play is an integral part of education and can reinforce an institution's educational goals.

### Commitment to Cost Control

Our office keeps cost issues on the table throughout a project. We assemble budget numbers for your project early on and review them with you at critical project milestones. We work regularly with cost estimators, contractors, and construction managers from the early phases of the design process.

### Construction Phase Experience

Metcalfe Architecture & Design has a particular sensitivity to craft and construction. Alan Metcalfe spent 12 years as a contractor and cabinetmaker before completing his architectural education. Aaron Goldblatt was trained as a metal sculptor and potter before turning his attention to learning environments. He has also worked on the client side as a museum administrator, overseeing construction projects, and as an independent school teacher. The other members of our firm also have hands-on experience with designing and building, as well as teaching.

### Client Service

Our role is to help our clients reach their goals. Significant experience on the client side of the table has taught us the importance of listening. Our projects succeed only when we make ongoing and long-term operations central to the design process.



**METCALFE**  
ARCHITECTURE & DESIGN

## SELECTED CLIENT LIST

### Museums and Cultural Institutions

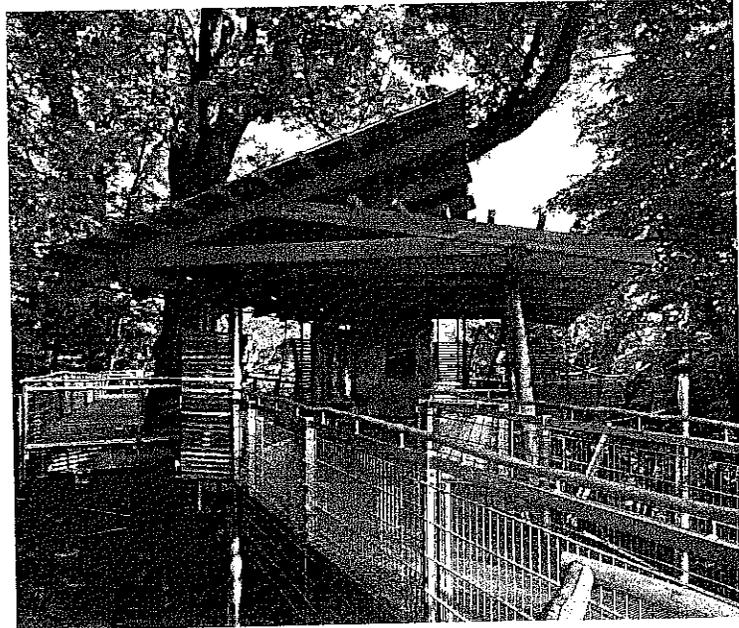
Abington Art Center, Jenkintown, PA  
Academy of Natural Sciences, Philadelphia, PA  
Allens Lane Art Center, Philadelphia, PA  
American Museum of Natural History,  
New York, NY  
Bartram's Garden, Philadelphia, PA  
Brandywine Print Workshop, Philadelphia, PA  
Brimstone Historical Society, Sulphur, LA  
Camp JRF, Jenkintown, PA  
Center City District, Philadelphia, PA  
Chemical Heritage Foundation, Philadelphia, PA  
Children's Museum of Istanbul, Istanbul, Turkey  
Connecticut Audubon Society, Fairfield, CT  
Eastern State Penitentiary, Philadelphia, PA  
Fairmount Water Works Interpretive Center,  
Philadelphia, PA  
The Franklin Institute of Science, Philadelphia, PA  
The Free Library of Philadelphia, Philadelphia, PA  
Germantown Jewish Centre, Philadelphia, PA  
Hershey Museum, Hershey, PA  
Independence Visitor Center, Philadelphia, PA  
John James Audubon Center at Mill Grove,  
Audubon, PA  
Kolam Learning Centre, Chennai, India  
Manitoba Children's Museum, Winnipeg, Canada  
Monticello, Charlottesville, VA  
Morris Arboretum of UPenn, Philadelphia, PA  
Mütter Museum, Philadelphia, PA  
The Nature Conservancy, Conshohocken, PA  
Neuberger Museum of Art, SUNY Purchase, NY  
Philadelphia Zoo, Philadelphia, PA  
PhillyCAM, Philadelphia, PA  
Please Touch Museum®, Philadelphia, PA  
Staten Island Museum, Staten Island, NY

### Learning Environments

Atlantic Cape Community College, Mays Landing, NJ  
Camden's Promise Charter School, Camden, NJ  
Central Michigan University, Mt. Pleasant, MI  
Community College of Philadelphia,  
Philadelphia, PA  
Greene Street Friends School, Philadelphia, PA  
Haverford College, Haverford, PA  
The Haverford School, Haverford, PA  
Jubilee School, Philadelphia, PA  
Philadelphia Public Schools, Philadelphia, PA  
Springside School, Philadelphia, PA  
The University of Pennsylvania, Philadelphia, PA  
Widener University, Chester, PA  
Wissahickon Charter School, Mt. Airy, PA



**METCALFE**  
ARCHITECTURE & DESIGN



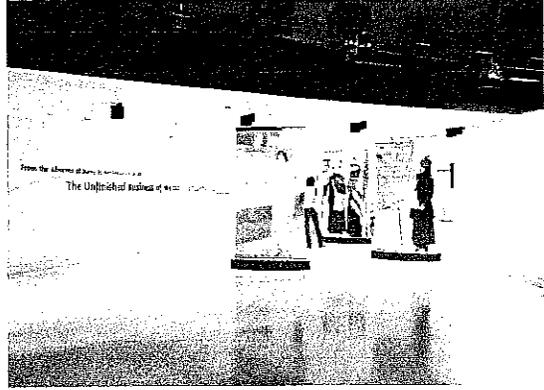
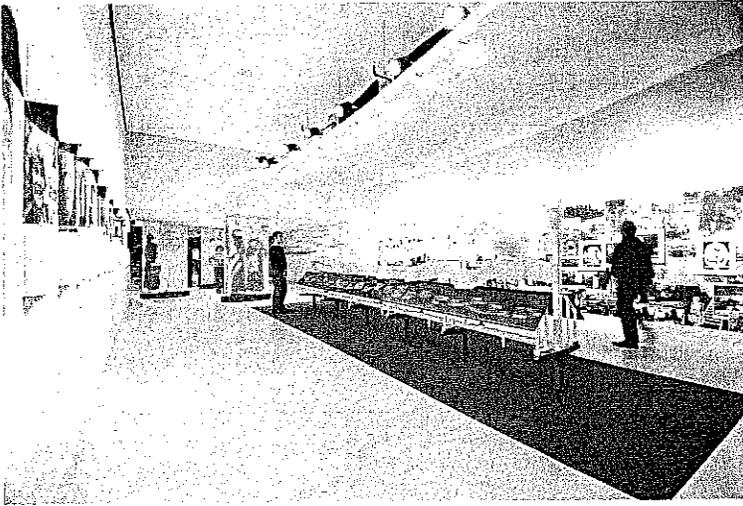
**Tree Adventure**  
 Morris Arboretum of the University of Pennsylvania  
 Philadelphia, PA

*"We need trees and the urban forest needs us."* This is the central message of Tree Adventure. The centerpiece is *Out on a Limb*, a 450-foot-long walkway to the treetops. *Squirrel Scramble* is an open net climb suspended 50 feet above the forest floor. We balanced perceived danger, actual safety, beautiful materials, and real trees to create playful learning about the forest.

Completed in 2009.

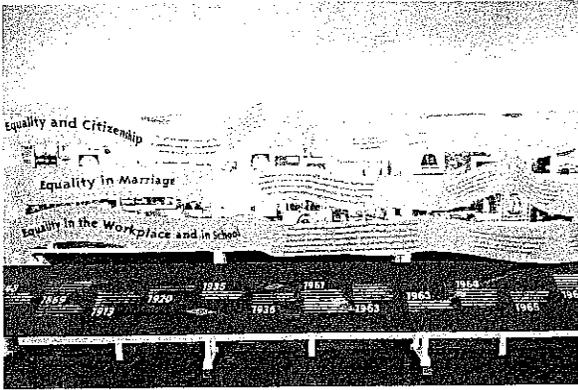
- 2012 International Galvanizing Awards - Highly Commended*
- 2010 AIA Pennsylvania - Architectural Excellence Award*
- 2010 AIA Philadelphia Awards for Design Excellence - Gold Medal Award*
- 2010 American Association of Museums - Excellence in Exhibition Design Award*
- 2010 Best of Philly® Awards*





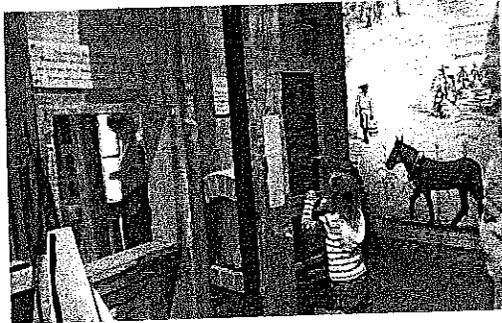
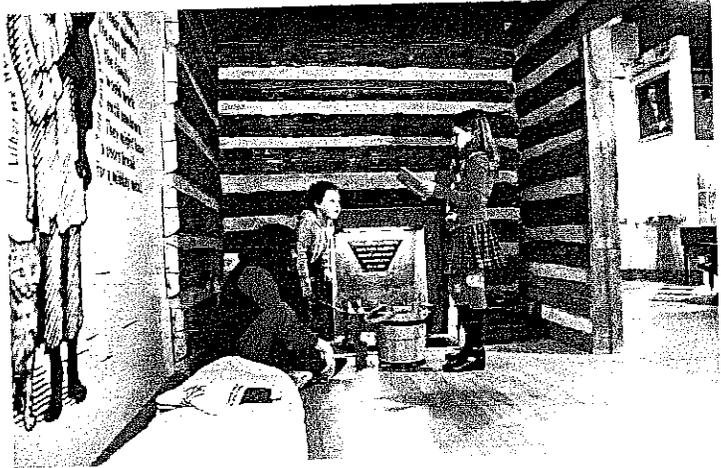
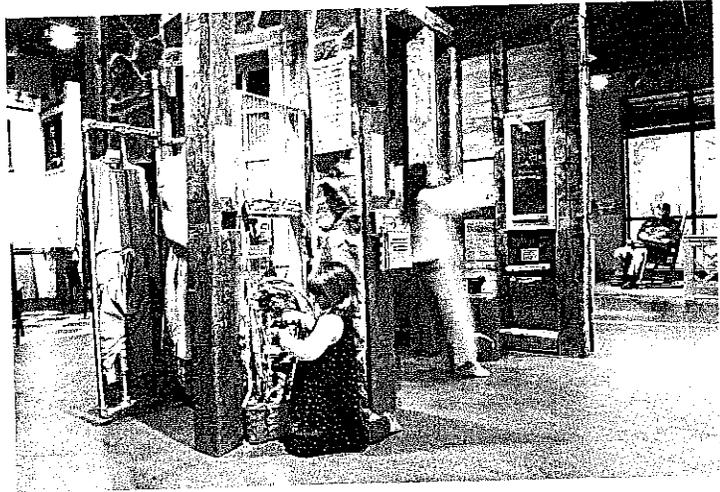
**Vision 2020: From the Absence of Many to the Presence of All...The Unfinished Business of Women's Equality**  
Philadelphia, PA

We designed the exhibit *From the Absence of Many to the Presence of All...The Unfinished Business of Women's Equality*, on display in Posterity Hall at the National Constitution Center from October 2010 through March 2011.



The exhibit examines the 19th Amendment and its impact on women's personal and political rights as citizens, and explores the distance American society has come toward gender equity—and the distance yet to go. It was commissioned by Drexel University College of Medicine's Institute for Women's Health and Leadership, sponsor of *Vision 2020*, a 10-year initiative to promote women's leadership and equality. The exhibit included a "ribbon" timeline of events in the struggle for gender equality in America, a wall of portraits and stories of heroes of the movement, and a mural collage of historic photographs, posters, and newspaper articles. Its run was extended at the request of the host site—the National Constitution Center—and the client, buoyed by the public's enthusiasm, has hired us to explore the possibility of creating a traveling version.

Opened in 2010.



**Griffin Discovery Room, Monticello**  
Charlottesville, VA

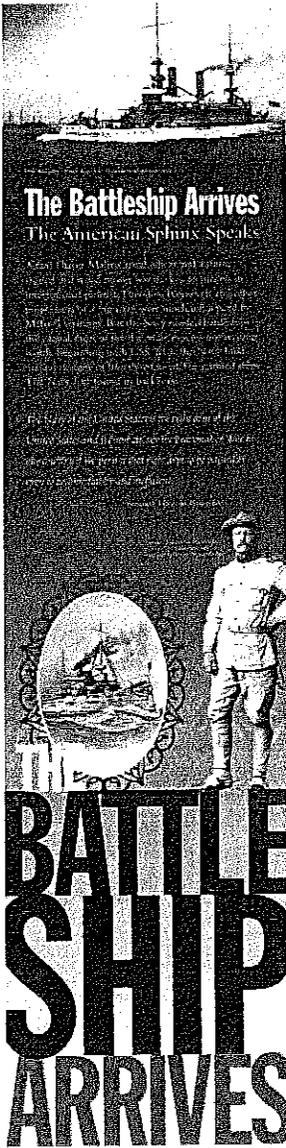
Living up to its name, this exhibit engages visitors in a process of play and discovery as they explore the rich and complex history of Monticello. It features hands-on interactives throughout the space, including recreations of slave dwellings; murals, objects and activities which bring their stories to life; and hands-on replicas of Jefferson's possessions, ranging from his alcove bed to his polygraph machine.

Completed in 2007.

*Named #3 of "15 Spots Every Kid Should See Before Turning 15" by MSNBC.*



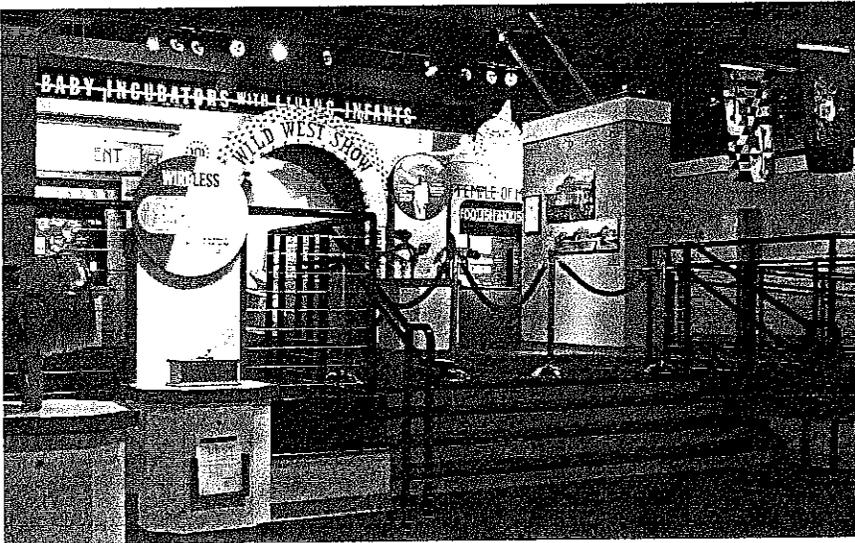
**METCALFE**  
ARCHITECTURE & DESIGN



**1907: The Jamestown Exposition  
and the Launching of the Steel Navy**  
Hampton Roads Naval Museum  
Norfolk, VA

The 1907 Jamestown Expo was a world event with major historical, maritime, military and technological significance. This exhibition recreated settings from the Expo, including hand-painted facades, full-scale photomurals, Nickelodeons and stereoscopes through which visitors can view original movies and stereoscope images, and film footage of the original voyage of the Great White Fleet.

Work done while Katy was Senior Graphic Designer at Steve Feldman Design





## **Library**

The Whittall House at Red Bank Battlefield Park contains an extensive research collection. The collection began in the mid-1990s when the Whittall House hired its first professional curator. Since then, curators and the docents have actively contributed books, articles, and other resource material to the collection. Below is a sample of what the site already possesses in its collection.

## **Bibliography**

Caroline Cox, A Proper Sense of Honor: Service and Sacrifice in George Washington's Army (Chapel Hill: University of North Carolina Press, 2006).

Thomas Fleming, A Narrative of a Revolutionary War Soldier: By Joseph Plum Martin (New York: Wiley and Blackwell, 2012).

Robert Greene, Black Courage 1775-1783: Documentation of Black Participation in the American Revolution (Washington DC: Daughters of the American Revolution, 1984).

Peter Guthorn, American Maps and Mapmakers of the Revolution (Monmouth Beach, NJ: Freneau Press, 1966).

John Jackson, The Pennsylvania Navy, 1775-1781: The Defense of the Delaware (New Brunswick, NJ; Rutgers University Press, 1974).

Arthus Lefkowitz, The Long Retreat: The Calamitous Defense of New Jersey, 1776 (New Brunswick, NJ; Rutgers University Press, 1999).

Benson Lossing, The Pictorial Field-Book of the Revolution (New York: Harper and Brothers, 1855).

Leonard Lundin, Cockpit of the Revolution: The War for Independence in New Jersey. (New York: Octagon Books, 1972)

Thomas Maguire, The Philadelphia Campaign: Volume One: Brandywine and the Fall of Philadelphia (Stackpole Books: 2006).

Thomas Maguire, The Philadelphia Campaign: Volume Two: Germantown and the Roads to Valley Forge (Stackpole Book, 2007).

David Martin, The Philadelphia Campaign: June 1777-July 1778 (DeCapo Press, 2003).

Charles Patrick Neimeyer's, America Goes to War: A Social History of the Continental Army (New York: New York University Press, 1995).

Alexander Puckrein, The Black Regiment in the American Revolution (Tracts of the Rhode Island Historical Society, Providence, Rhode Island: Rhode Island Historical Society, 1981).

South Jersey: A History, Volume One, Alfred Heston, editor. (New York: Lewis Historical Publishing Company, 1924).

Historical Collections of the State of New Jersey, John Barber and Henry Howe, editors (Newark, NJ: 1860).

Paul Walker, Engineers of Independence: A Documentary History of the Army of Engineers in the American Revolution, 1775-1783 (University Press of the Pacific: 2002).

### **Primary Sources**

*The 1777 Continental Army Diary of Sergeant John Smith, First Rhode Island Regiment*, transcribed by Bob McDonald, 1998.

*Travels in North America in the Years 1780, 1781 and 1782* by the Marquis de Chastellux, Howard Rice, editor (Forgotten Books, 2012)

Captain Johann Ewald. Diary of the American War: A Hessian Journal (New Haven: Yale University Press: 1979).

*The Diary of Job Whitall, Gloucester County, New Jersey, 1775-1779*, transcribed by Florence Friel (Woodbury, NJ: Gloucester County Historical Society, 1992).

*Gloucester County Series: Revolutionary War Documents*, prepared for Gloucester County Historical Project (Newark, NJ: Historical Records Survey, 1940).

**RESOLUTION AUTHORIZING A SPLIT PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING/SURVEYING SERVICES FOR THE COUNTY'S OFFICE OF LAND PRESERVATION AS PER RFP 12-055 FROM JANUARY 24, 2013 THROUGH JANUARY 23, 2014 WITH: (1) FRALINGER ENGINEERING, P.A.; (2) BACH ASSOCIATES; (3) FEDERICI AND AKIN, P.A.; AND (4) ENVIRONMENTAL RESOLUTIONS INC., WITH EACH CONTRACT FOR AN AMOUNT NOT TO EXCEED \$125,000.00**

**WHEREAS**, there is a need by the County of Gloucester (hereinafter the "County") for engineering/surveying services for land and/or development right acquisitions for the County's Office of Land Preservation; 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:  
1-FRALINGER ENGINEERING, PA, with offices at 629 Shiloh Pike, Bridgeton, NJ, 08032  
2-BACH ASSOCIATES, with offices at 304 White Horse Pike, Haddon Heights, NJ, 08035  
3-FEDERICI and AKIN, PA, with offices at 307 Greentree Road, Sewell, NJ, 08080  
4-ENVIRONMENTAL RESOLUTIONS INC., with offices at 525 Fellowship Road, Suite 300, Mt. Laurel, NJ, 08054 each made proposals advantageous to the County which demonstrate their ability to satisfy the requirements and demands of RFP 12-055, based upon the qualifications, experience and anticipated costs; and

**WHEREAS**, each contract shall be for estimated services, with an amount not to exceed \$125,000.00; and

**WHEREAS**, notwithstanding the status of this Contract as open-ended, the Purchasing Agent has certified the availability of funds for Fralinger Engineering, PA pursuant to CAF# 13-00501, which amount shall be charged against budget line item T-03-08-509-372-20548; and

**WHEREAS**, notwithstanding the status of this Contract as open-ended, the Purchasing Agent has certified the availability of funds for Bach Associates pursuant to CAF# 13-00500, which amount shall be charged against budget line item T-03-08-509-372-20548; and

**WHEREAS**, notwithstanding the status of this Contract as open-ended, the Purchasing Agent has certified the availability of funds for Federici and Akin, PA pursuant to CAF# 13-00499, which amount shall be charged against budget line item T-03-08-509-372-20548; and

**WHEREAS**, notwithstanding the status of this Contract as open-ended, the Purchasing Agent has certified the availability of funds for Environmental Resources Incorporated pursuant to CAF# 13-00498, which amount shall be charged against budget line item T-03-08-509-372-20548; and

**WHEREAS**, this contract has been awarded pursuant to the County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 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 bids could not be received.

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

1. That a contract for engineering/survey services for land and/or development right acquisitions for the County's Office of Land Preservation be awarded to: FRALINGER ENGINEERING, PA; BACH ASSOCIATES; FEDERICI AND AKIN, PA; AND ENVIRONMENTAL RESOLUTIONS INCORPORATED for a period of one (1) year from the date of the award, and each individual contract shall be for an amount not to exceed \$125,000.00; and,

2. That the Director of the Board is hereby authorized to execute the contracts for the aforementioned purpose on behalf of the County of Gloucester; 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 South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

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



**THE COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

G4

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND FRALINGER ENGINEERING, PA**

This Contract is made this 23<sup>rd</sup> day of January, 2013, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **FRALINGER ENGINEERING, PA**, with offices at 629 Shiloh Pike, Bridgeton, NJ, 08302 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for **engineering/survey services** regarding properties being considered for acquisition through the Farmland Preservation Program and/or the Open Space Preservation Program.

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

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

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** Contractor shall commence services beginning **January 23, 2013**, and ending on **January 22, 2014**, upon being advised to proceed by the County's Department of Land Preservation.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated November 9, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 12-055. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$125,000.00**.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP 12-055, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 12-055.

**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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

**F.** Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 12-055 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 12-055, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 12-055, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this **23<sup>rd</sup>** 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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**ATTEST:**

**FRALINGER ENGINEERING, PA**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**CHARLES M. FRALINGER, PRESIDENT**

G4

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND FEDERICI AND AKIN, PA**

This Contract is made this 23<sup>rd</sup> day of January, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **FEDERICI AND AKIN, PA**, with offices at 307 Greentree Road, Sewell, NJ, 08080 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for **engineering/survey services** regarding properties being considered for acquisition through the Farmland Preservation Program and/or the Open Space Preservation Program.

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

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

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** Contractor shall commence services beginning **January 23, 2013**, and ending on **January 22, 2014**, upon being advised to proceed by the County's Department of Land Preservation.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated October 23, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 12-055. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$125,000.00**.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP 12-055, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 12-055.

**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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

**F.** Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 12-055 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 12-055, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 12-055, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 23<sup>rd</sup> 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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DiLELLA, CLERK**

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

**ATTEST:**

**FEDERICI AND AKIN, PA**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**DOUGLAS E. AKIN, VICE-PRESIDENT**

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND ENVIRONMENTAL RESOLUTIONS INCORPORATED**

This Contract is made this 23<sup>rd</sup> day of January, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **ENVIRONMENTAL RESOLUTIONS INCORPORATED**, with offices at 525 Fellowship Rd., Suite 300, Mt. Laurel, NJ, 08054 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for **engineering/survey services** regarding properties being considered for acquisition through the Farmland Preservation Program and/or the Open Space Preservation Program.

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

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

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** Contractor shall commence services beginning **January 23, 2013**, and ending on **January 22, 2014**, upon being advised to proceed by the County's Department of Land Preservation.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated November 9, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 12-055. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$125,000.00**.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP 12-055, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 12-055.

**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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

**F.** Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 12-055 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 12-055, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 12-055, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this **23<sup>rd</sup>** 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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**ATTEST:**

**ENVIRONMENTAL RESOLUTIONS, INC.**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
**CHRISTOPHER J. NOLL, PRESIDENT**

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE COUNTY OF GLOUCESTER  
AND BACH ASSOCIATES**

This Contract is made this 23<sup>rd</sup> day of January, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **BACH ASSOCIATES**, with offices at 304 White Horse Pike, Haddon Heights, NJ, 08035 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County for **engineering/survey services** regarding properties being considered for acquisition through the Farmland Preservation Program and/or the Open Space Preservation Program.

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

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

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** Contractor shall commence services beginning **January 23, 2013**, and ending on **January 22, 2014**, upon being advised to proceed by the County's Department of Land Preservation.

**2. COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated November 9, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 12-055. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$125,000.00**.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in RFP 12-055, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 12-055.

**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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

**F.** Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 12-055 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 12-055, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 12-055, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 23<sup>rd</sup> 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.

**COUNTY OF GLOUCESTER**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DiLELLA, CLERK**

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

**ATTEST:**

**BACH ASSOCIATES**

**BY:** \_\_\_\_\_  
**STEVEN M. BACH, PRESIDENT**

G4

**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-012-0-055 Engineering / Surveying Land Preservation- Fralinger**

<p style="text-align: center;"><b>EVALUATION FACTORS</b></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;"><b>SCORE</b></p>
<p><b>A. Proposal contains all required checklist information</b>  <u>5</u> points            All required documentation submitted.</p>	<p style="text-align: center;">5</p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>   <u>25</u> points            Recent experience with staff on preservation projects</p>	<p style="text-align: center;">24</p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b>  <u>25</u> points            Recent Farmland / Open Space experience with County.</p>	<p style="text-align: center;">25</p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  <u>25</u> points            Plan relevant. South Jersey company/office listed</p>	<p style="text-align: center;">23</p>
<p><b>E. Reasonableness of Cost Proposal</b>  <u>20</u> points             Lowest respondent.</p>	<p style="text-align: center;">20</p>
<p><b>TOTALS</b></p>	<p style="text-align: center;">97</p>

**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-012-0-055 Engineering / Surveying Land Preservation– Bach**

<b>EVALUATION FACTORS</b>		<b>SCORE</b>
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.		
<b>A. Proposal contains all required checklist information</b> _____ <b>5</b> _____ points All required documentation submitted.	<b>5</b>	
<b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> _____ <b>25</b> _____ points Recent experience with staff on preservation projects	<b>24</b>	
<b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> _____ <b>25</b> _____ points Recent Farmland/Open Space experience with County	<b>25</b>	
<b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> _____ <b>25</b> _____ points Plan relevant. South Jersey company/office listed	<b>23</b>	
<b>E. Reasonableness of Cost Proposal</b> _____ <b>20</b> _____ points 3 <sup>rd</sup> Lowest respondent	<b>18</b>	
<b>TOTALS</b>	<b>95</b>	

**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-012-0-055 Engineering / Surveying Land Preservation– Federici & Akin**

<b>EVALUATION FACTORS</b> 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.	<b>SCORE</b>
A. <b>Proposal contains all required checklist information</b> <u>    5    </u> points All required documentation submitted.	5
B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  <u>   25   </u> points Recent experience with staff on preservation projects	24
C. <b><u>Relevance and Extent of Similar Engagements performed</u></b>  <u>   25   </u> points Recent Farmland and Open Space experience with County	25
D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  <u>   25   </u> points Plan relevant. Gloucester County company/office listed	24
E. <b>Reasonableness of Cost Proposal</b> <u>   20   </u> points  5 <sup>th</sup> Lowest respondent	16
<b>TOTALS</b>	<b>94</b>

**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-012-0-055 Engineering / Surveying Land Preservation– Environmental Res.**

<b>EVALUATION FACTORS</b> 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.	<b>SCORE</b>
A. <b>Proposal contains all required checklist information</b> <u>    5    </u> points All required documentation submitted.	5
B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b>  <u>   25   </u> points Recent experience with staff on preservation projects	24
C. <b><u>Relevance and Extent of Similar Engagements performed</u></b>  <u>   25   </u> points Recent Farmland/Open Space experience with County	25
D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b>  <u>   25   </u> points Plan relevant. South Jersey company/office listed	23
E. <b>Reasonableness of Cost Proposal</b> <u>   20   </u> points  6 <sup>th</sup> Lowest respondent	15
<b>TOTALS</b>	92