

MINUTES

7:30 p.m. Wednesday, February 6, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda

Approval of the regular minutes from January 23, 2013.

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

47300 RESOLUTION AUTHORIZING 2012 APPROPRIATION RESERVE BUDGET TRANSFERS.

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

Comments: N/A

47301 RESOLUTION AUTHORIZING A CONTRACT WITH CIVIL SOLUTIONS, A DIVISION OF ARH, FOR THE PROVISION OF ENGINEERING SERVICES FOR TAX MAP MAINTENANCE AND UPDATES FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD OF THE CONTRACT, FOR AN AMOUNT NOT TO EXCEED \$415,200.00.

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

Comments: N/A

47302 RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE SUPPLIES FROM STAPLES THROUGH THE STATE OF NEW JERSEY "WESTERN STATES CONTRACTING ALLIANCE" (WSCA) CONTRACT #A77249 FOR AN AMOUNT NOT TO EXCEED \$80,000.00 FROM FEBRUARY 6, 2013 TO FEBRUARY 5, 2014.

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

Comments: N/A

47303 RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE SUPPLIES FROM OFFICE DEPOT, THROUGH STATE OF FLORIDA TERM CONTRACT #618-000-11-1 FOR AN AMOUNT NOT TO EXCEED \$20,000.00 FROM FEBRUARY 6, 2013 TO FEBRUARY 5, 2014.

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

Comments: N/A

47304 RESOLUTION AUTHORIZING THE PURCHASE OF HEWLETT PACKARD PRODUCTS THROUGH STATE OF NEW JERSEY "WESTERN STATES CONTRACTING ALLIANCE" (WSCA) CONTRACT #A70262 FOR AN AMOUNT NOT TO EXCEED \$150,000.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

47305 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$3,210.00.

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

Comments: N/A

47306 RESOLUTION REVISING THE COMMUNITY DEVELOPMENT FFY'S 2009-2012 ANNUAL ACTION PLAN AND APPROVING A CHANGE IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES FROM DEFUNDING THE ECONOMIC DEVELOPMENT REVOLVING LOAN PROGRAM IN FFY'S 2009-2012 AND USING THE CARRYOVER FUNDS TO FUNDING PUBLIC FACILITIES' PROJECTS.

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

Comments: N/A

47307 RESOLUTION AUTHORIZING A MUNICIPAL AGREEMENT WITH WASHINGTON TOWNSHIP FOR A PUBLIC FACILITIES' PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 6, 2013 TO FEBRUARY 5, 2014 IN THE TOTAL AMOUNT OF \$117,209.60.

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

Comments: N/A

47308 RESOLUTION AUTHORIZING TEN MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES' PROJECTS USING PRIOR YEARS' RE-PROGRAMMED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM FEBRUARY 6, 2013 TO FEBRUARY 5, 2014

<u>SUBRECIPIENT</u>	<u>TOTAL CONTRACT AMOUNT</u>
BOROUGH OF CLAYTON	\$ 44,258.00
BOROUGH OF GLASSBORO	\$ 16,285.00
BOROUGH OF SWEDESBORO	\$ 45,000.00
CITY OF WOODBURY	\$ 50,000.00
BOROUGH OF WESTVILLE	\$ 50,000.00
BOROUGH OF PAULSBORO	\$ 45,000.00
BOROUGH OF NATIONAL PARK	\$ 45,000.00
BOROUGH OF PITMAN	\$ 50,000.00
TOWNSHIP OF GREENWICH	\$ 50,000.00
TOWNSHIP OF MANTUA	\$165,000.00

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

Comments: N/A

47309 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #02-FINAL WITH ZONE STRIPING, INC. IN THE AMOUNT OF -\$11,804.68 REGARDING ENGINEERING PROJECT 10-01FA.

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

Comments: N/A

47310 RESOLUTION AUTHORIZING A CHANGE ORDER #01-INCREASE WITH JPC GROUP, INC. IN THE AMOUNT OF \$42,695.58, REGARDING ENGINEERING PROJECT #12-10.

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

Comments: N/A

47311 RESOLUTION AUTHORIZING CHANGE ORDER #01 WITH BUD CONCRETE, INC. IN THE AMOUNT OF \$0.00.

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

Comments: N/A

47312 RESOLUTION AUTHORIZING A CONTRACT WITH TTI ENVIRONMENTAL, INC. FOR THE REMOVAL AND INSTALLATION OF UNDERGROUND GASOLINE STORAGE TANKS FROM THE MANTUA YARD AND CLAYTON YARD IN AN AMOUNT NOT TO EXCEED \$369,650.00 FROM FEBRUARY 6, 2013 TO FEBRUARY 5, 2014 PER PD #013-001.

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

Comments: N/A

47313 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH RIGGINS, INC. PER THE STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY, DIVISION OF PURCHASE AND PROPERTY PROCUREMENT BUREAU AS THE JOURNAL OF COMMERCE (JOC) WAS PURCHASED BY OIL PRICE INFORMATION SERVICE (OPIS).

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

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

FREEHOLDER BARNES
FREEHOLDER SIMMONS

47314 RESOLUTION AUTHORIZING AGREEMENTS WITH THE TOWNSHIP OF DEPTFORD, ELK/FRANKLIN TOWNSHIP, MANTUA/HARRISON TOWNSHIP, MONROE TOWNSHIP, WASHINGTON TOWNSHIP, AND WEST DEPTFORD TOWNSHIP FOR THE PROVISION OF THE MUNICIPAL ALLIANCE DRUG AND ALCOHOL PREVENTION SERVICES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

47315 RESOLUTION AUTHORIZING CONTRACTS WITH THE FOLLOWING ENTITIES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013:

ENTITY	MAXIMUM CONTRACT AMOUNT
GLASSBORO HOUSING AUTHORITY	\$ 57,200.00;
VISITING NURSE AND HOSPICE SERVICES, INC.	\$ 70,100.00;
GUARDIAN PROGRAMS	\$ 28,700.00;
SOUTH JERSEY LEGAL SERVICES, INC.	\$ 11,040.00;
BOROUGH OF GLASSBORO	\$118,200.00;
GLOUCESTER COUNTY COLLEGE (2 CONTRACTS)	\$ 12,940.00.

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

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

47316 RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS PERTAINING TO THE TITLE XX SOCIAL SERVICES FOR THE HOMELESS 2013 GRANT CONTRACT AND ACCEPTANCE OF THE GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$29,331.00.

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

Comments: N/A

47317 RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE UNIVERSAL SERVICE FUND (USF) CWA ADMINISTRATION 2013 GRANT AND ACCEPTANCE OF THE AWARD FUNDS IN THE TOTAL AMOUNT OF \$6,969.00.

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

Comments: N/A

47318 RESOLUTION AUTHORIZING APPLICATION WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) CWA ADMINISTRATION 2013 GRANT AND ACCEPTANCE OF THE AWARD FUNDS IN THE TOTAL AMOUNT OF \$10,454.00.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

47319 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL, CORP., THROUGH STATE CONTRACT #A77560 FOR AN AMOUNT NOT TO EXCEED \$50,000.00, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

47320 RESOLUTION AUTHORIZING A CONTRACT WITH BIMBO FOODS, INC., FOR FOOD DELIVERIES TO COUNTY DEPARTMENT OF CORRECTIONAL SERVICES FOR AN AMOUNT NOT TO EXCEED \$32,000.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47321 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND CLAYTON FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: Ken Defay of Sewell asked how much the county is in debt. County Treasurer Gary Schwarz stated 280 million. Mr. Defay also asked about the Hazmat issue. Chief Counsel Lyons stated that the investigation is ongoing.

CLOSE

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

Comments: N/A

Adjournment 7:47 PM

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

Comments: N/A

AI

RESOLUTION ACKNOWLEDGING SETTLEMENT OF THE UNDERINSURED MOTORIST CLAIM (UIM) IN THE MATTER OF DOMINIC CAMA V. TRAVELERS

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

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

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

WHEREAS, the County had Underinsured Motorist coverage through Travelers Insurance for such events; and

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

WHEREAS, Travelers Insurance has exercised its right under the contract of insurance to settle this matter in the amount of \$300,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it hereby acknowledges that *Dominic Cama's* claim for underinsured motorist benefits has been resolved by Travelers Insurance who has exercised their contractual right, and that the amount of \$300,000.00 must be paid by the County as the County's deductible amount.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 20, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

**RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN
RELATIVE TO A 2012 RECYCLING ENHANCEMENT ACT TAX
FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.**

WHEREAS, P.L. 2007 c.311 et seq. provides for the awarding of Recycling Enhancement Act Tax (hereinafter "the Act") entitlements by the New Jersey Department of Environmental Protection (hereinafter "NJDEP") to designated Solid Waste Management Districts to assist them in the preparation, revision and implementation of comprehensive Solid Waste Management and Recycling plans; and

WHEREAS, the Gloucester County Improvement Authority (hereinafter "GCIA") is in need of such financial assistance in order to fulfill its responsibilities under the Solid Waste Management Act and Recycling Enhancement Act.

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

1. That a Spending Plan be submitted to the Solid and Hazardous Waste Management Program for a 2012 Recycling Enhancement Act Tax Entitlement in the amount of **\$187,000.00.**
2. That the County Recycling/HSW Coordinator of the GCIA is hereby authorized and directed to execute and file said Spending Plan with the NJDEP; to provide additional information and furnish such documents as may be required; to execute such documents as are required; and, to act as the authorized correspondent of the Gloucester County Solid Waste Management District.
3. That the GCIA has been or will be designated by the Gloucester County Board of Chosen Freeholders as the implementing agency to perform the Recycling Enhancement Act Tax entitlement.
4. That Gloucester County, which is designated as a Solid Waste Management District, agrees to the filing of a Spending Plan consistent with all applicable laws, rules and regulations, and shall hereby accept the terms and conditions set for the Act and the guidelines promulgated therein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

GCIA Board Members

Charles Fentress
Chairman

Daniel Christy
Paul W. Lenkowski
Ashley Nichols



Gloucester County
Improvement Authority
109 Budd Boulevard
Woodbury, NJ 08096

George D. Strachan
Acting Executive Director

Robert Damminger
Freeholder Liaison

2012 Recycling Enhancement Act Spending Plan

Salaries and Wages:	\$184,000
Office Supplies:	\$3,000

AB

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

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending February 15, 2013; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending February 15, 2013.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending February 15, 2013, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending February 15, 2013, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A4

RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE MAINTENANCE FOR THE YEAR 2013 FROM EDMUNDS & ASSOCIATES, INC., FOR A TOTAL CONTRACT AMOUNT OF \$35,254.00 PURSUANT TO N.J.S.A. 40A:11-5DD

WHEREAS, N.J.S.A. 40A:11-5DD permits the purchase of materials, supplies and equipment maintenance without the need for public bidding; and

WHEREAS, the County of Gloucester purchased a total financial application from Edmunds and Associates, Inc., in 2008; and

WHEREAS, it has been determined that the County of Gloucester can purchase software maintenance for the above application for the year 2013 for a total contract amount of \$35,254.00 from Edmunds & Associates, Inc., pursuant to N.J.S.A. 40A:11-5DD; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$35,254.00 pursuant to CAF#12-09011, which amount shall be charged against budget line item #2-01-20-140-001-20370 for \$35,254.00; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); 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 previously made and will not make a disqualifying contribution during the term of the contract.

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 Software Maintenance from Edmunds & Associates, Inc., through N.J.S.A. 40A:11-5DD in the amount of \$35,254.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

A4

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
EDMUNDS & ASSOCIATES, INC.**

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 **EDMUNDS & ASSOCIATES, INC.**, with offices at 301 A Tilton Road, Northfield, NJ 08225 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the Software Maintenance of the County's installed Edmunds and Associates, Inc., Financial Application; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); 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 previously made and will not make a disqualifying contribution during the term of the contract; and

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

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

TERMS OF AGREEMENT

1. **TERM.** The contract shall be for the period of one year from January 1, 2013 through December 31, 2013.
2. **COMPENSATION.** Contract shall be for the total contract amount of \$35,254.00.

Vendor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

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.

3. **DUTIES OF PARTIES.** The specific duties of the Parties shall be as set forth in the Vendor's Invoice #13-00191, which along with the terms and conditions attached thereto, is incorporated and made a part of this Contract. Should a conflict occur between this form of contract and Vendor's Invoice #13-00191, this contract 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 vendor's renewal 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.

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

A. 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.

B. 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.

C. 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.

D. 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.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in

connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. 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, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

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

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

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

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

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

16. **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. **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.

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

20. **CONTRACT PARTS.** This Contract consists of this Contract document and Vendor's proposal to provide software maintenance/support as identified on Invoice #13-00191 and including any terms and conditions contained therein, and any specifications issued by the County. Should there occur a conflict between this form of contract and the specifications issued by the County and Vendor's proposal, identified as Invoice #13-00191, then this contract shall prevail.

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

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

EDMUNDS & ASSOCIATES, INC.

BY: _____

(Please Print Name)

RESOLUTION AUTHORIZING A SPLIT RFP FROM FEBRUARY 20, 2013 TO FEBRUARY 19, 2014 TO: 1) TODD & BLACK, INC., FOR AN AMOUNT NOT TO EXCEED \$25,000.00; 2) STEVEN M. BARTELT, MAI FOR AN AMOUNT NOT TO EXCEED \$25,000.00; AND 3) SHEEHAN REAL ESTATE APPRAISAL AND CONSULTING LLC FOR AN AMOUNT NOT TO EXCEED \$25,000.00

WHEREAS, the County of Gloucester is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program, historically, there have been 700 to 3,200 County appeals and 200 to 600 State Appeals for the entire County; and

WHEREAS, there is a need by Gloucester County for a professional pool of appraisers in connection with the defense of assessments for the County of Gloucester; and

WHEREAS, the County requested proposals, via RFP# 013-018, 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 Todd & Black, Inc., with offices at 1209 So. Union Ave., Cherry Hill, NJ 08002, made one of the most advantageous proposals, for an amount not to exceed \$25,000.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that Steven M. Bartelt, MAI, with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, made one of the most advantageous proposals, for an amount not to exceed \$25,000.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that Sheehan Real Estate Appraisal and Consulting LLC, with offices at 308 N. Princeton Ave., Wenonah NJ 08090, made one of the most advantageous proposals, for an amount not to exceed \$25,000.00; and

WHEREAS, the contracts shall be for estimated units of service, for a term beginning February 20, 2013 and ending February 19, 2014, pursuant to the proposals submitted by the Vendors; therefore, the contracts are 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 continuation of the contracts beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County Budget; 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; 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 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 contracts is for the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contracts for a pool of appraisers in connection with defense of assessments, and in accordance with and pursuant to proposals submitted be awarded, each for a period of one year commencing February 20, 2013 and terminating February 19, 2014, to Todd & Black, Inc., for an amount not to exceed of \$25,000.00; Steven M. Bartelt, MAI, for an amount not to exceed \$25,000.00; and Sheehan Real Estate Appraisal and Consulting LLC for an amount not to exceed \$25,000.00; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and

available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law; and

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the 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, February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AS

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
TODD & BLACK, INC**

THIS CONTRACT is made effective this 20th day of February, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **TODD & BLACK, INC.**, (a New Jersey Corporation) with offices at 1209 South Union Avenue, Cherry Hill, NJ 08002 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 3,200 County Appeals and 200 to 600 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; 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 an appraisal firm that is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period of one year for the period from February 20, 2013 to February 19, 2014.

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 January 9, 2013 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-018. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$25,000.00.

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 work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #013-018, and Vendor's responsive proposal dated January 9, 2013, 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-013-018.

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

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

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

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

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

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

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

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

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

15. **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. **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 #013-018 issued by the County of Gloucester and Vendor's responsive proposal dated January 9, 2013. Should there occur a conflict between this form of Contract and RFP #013-018, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #013-018 and the Vendor's responsive Proposal dated January 9, 2013, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 20th day of February, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TODD & BLACK, INC.

ALLEN G. BLACK, PRESIDENT

AS

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SHEEHAN REAL ESTATE APPRAISAL AND CONSULTING LLC**

THIS CONTRACT is made effective this 20th day of February, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SHEEHAN REAL ESTATE APPRAISAL AND CONSULTING LLC.**, (a New Jersey Corporation) with offices at 308 N. Princeton Avenue, Wenonah, NJ 08090 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 3,200 County Appeals and 200 to 600 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; 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 an appraisal firm that is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period of one year for the period from February 20, 2013 to February 19, 2014.

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 January 9, 2013 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-018. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$25,000.00.

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 work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #013-018, and Vendor's responsive proposal dated January 9, 2013, 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-013-018.

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

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

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

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

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

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

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

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

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

15. **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. **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 #013-018 issued by the County of Gloucester and Vendor's responsive proposal dated January 9, 2013. Should there occur a conflict between this form of Contract and RFP #013-018, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #013-018 and the Vendor's responsive Proposal dated January 9, 2013, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 20th day of February , 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**SHEEHAN REAL ESTATE APPRAISAL AND
CONSULTING LLC**

JOHN J. SHEEHAN, MAI

AS

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
STEVEN W. BARTELT, MAI**

THIS CONTRACT is made effective this 20th day of February 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **STEVEN W. BARTELT, MAI**, (a New Jersey Corporation) with a mailing address of P.O. Box 8169, Turnersville, NJ 08080, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 3,200 County Appeals and 200 to 600 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; 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 an appraisal firm that is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period of one year for the period commencing February 20, 2013 and terminating February 19, 2014.
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 January 8, 2013 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-018. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$25,000.00.

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 work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the RFP #013-018, and Vendor's responsive proposal dated January 8, 2013 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-013-018.

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

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

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

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

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

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

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

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

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

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

15. **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. **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 #013-018 issued by the County of Gloucester and Vendor's responsive proposal dated January 8, 2013. Should there occur a conflict between this form of Contract and RFP #013-018, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #013-018 and the Vendor's responsive Proposal dated January 8, 2013, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 20th day of February 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

STEVEN W. BARTELT, MAI

**STEVEN W. BARTELT
OWNER**

BASIS OF AWARD

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

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

RFP-013 -018 - Pool of Appraisers - Taxation Todd & Black Inc

A5

EVALUATION FACTORS 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.	SCORE
A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u>25</u> points Extensive qualifications and experience including Assessor.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points Many similar engagements noted and applicable.	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal <u>20</u> points This proposal was at the low end of the price range of all submitters and was considered reasonable.	<u>18</u>
TOTALS	96

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.

AS

RFP-013-018 - Pool of Appraisers- Taxation Steven W. Bartelt

EVALUATION FACTORS 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.	SCORE
A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u>25</u> points Extensive qualifications and experience. Notably mostly very local to our area.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points Limited similar engagements noted and applicable.	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal <u>20</u> points This proposal was mid of the price range of all submitters and was considered reasonable. The proposer appears to have excluded cost estimates for office properties.	<u>16</u>
TOTALS	92

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.

AS

RFP-013-018 - Pool of Appraisers - Taxation - John Sheehan, MAI

EVALUATION FACTORS 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.	SCORE
A. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u> 25 </u> points Adequate qualifications and experience.	21
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points Limited similar engagements noted and applicable.	21
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points Plan was detailed as to a plan to execute.	24
E. Reasonableness of Cost Proposal <u> 20 </u> points This proposal was at the upper end of the price range of all submitters for Preliminary and Full Appraisals.	12
TOTALS	83

Ale

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO
COOPERATION AGREEMENT WITH THE TOWNSHIP OF GREENWICH FOR
ASSESSMENT SERVICES**

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

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

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

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 20, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

ALP

COUNTY ASSESSOR
COOPERATION AGREEMENT

THIS AGREEMENT ("Agreement"), dated this 22nd day of January, 2013, is made by and between the County of Gloucester ("County") and the Township of Greenwich ("Municipality").

RECITALS

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

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

AGREEMENT

1. Selection of Revaluation Firm:

- a. The County will solicit and receive proposals from firms interested in providing revaluation/valuation services.

- b. The County shall thereafter be responsible for the formal evaluation of the proposals consistent with the terms and provisions of the New Jersey Fair and Open Laws applicable to such selection.
- c. The County shall be responsible for selecting the revaluation firm.
- d. The County Board of Freeholders shall award the contract for and shall enter into an appropriate contract with the selected firm and the County shall be responsible for the cost of the services received.

2. Transfer of Surplus Property:

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

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

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

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

- b. Costs associated with the settlement and/or defense of appeals:
 - i. With regard to appeals for any tax year prior to and including 2013, the Municipality in which the property under appeal is located will retain exclusive jurisdiction over the defense of these tax appeals, and will be solely responsible for all costs associated with the defense of these tax appeals involving but not limited to appraisers, attorneys, and any other experts.
 - ii. The County will have exclusive jurisdiction over the defense over all new 2014 tax appeals, and all subsequent years, and will be solely responsible for all costs associated with the new appeals. This provision applies exclusively to new appeals filed in 2014 and subsequent years, and should

not be construed as applying to tax appeals referenced in Section 3 (b) (iii). The County will have exclusive jurisdiction as applied to but not limited to hiring attorneys, appraisers and any other experts needed for defense of tax appeals.

- iii. Municipality shall be responsible for all of the costs prior to the takeover, which will include 2013 and any prior years. After the County take over, the Municipality will be responsible for a pro rata share of the costs up until and including the day of entry of the final judgment. The basis of the pro rata cost sharing will be the total number of years that the County has taken over the assessment duties, divided by the total years under appeal. That figure will be the County's percentage of responsibility and the balance of the costs, after subtracting the County's responsibility, will be the Municipality's share of the cost.

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

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

- c. Pursuant to the County's contract with such outside experts, the County shall pay all cost bills associated with outside legal counsel, expert appraisal and valuation consultants, and any other professional experts needed to defend the tax appeal. All outside expert costs will be shared by the County and the Municipality on a pro-rata basis, based upon the percentage in Paragraph 3. b. (iii). The Municipality will reimburse the County for its settlement share of such costs on an annual basis until such time as a final judgment is entered.

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

- d. Notwithstanding the County's obligation to share in or assume the cost of appeal,

the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.

- e. In the event that the Plaintiff requests or the Court requires a refund, the Municipality will be responsible for any refunds that shall go before Council for approval.
- f. "Costs of Appeal" shall include, but not necessarily be limited to, the fees of law firms engaged for this purpose, fees of outside appraisal and valuation experts, and the fees of any other outside professional experts engaged for the purpose of defense of the tax appeal.

- 4. **Cooperation in Effectuation of Transfer of Property Assessment Function:** N.J.S.A. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S.A. 54:1-86 et seq. further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipality agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.
- 5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.
- 6. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
- 7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- 8. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

ATTEST:

ROBERT N. DI LELLA, CLERK

ATTEST:

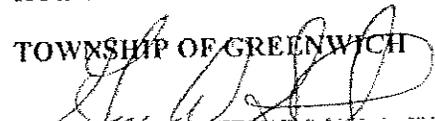


LORI L. BIERMANN, MUNICIPAL CLERK

COUNTY OF GLOUCESTER

ROBERT M DAMMINGER, DIRECTOR

TOWNSHIP OF GREENWICH



BY: GEORGE W. SHIVERY, JR., MAYOR

RESOLUTION NO. 36 - 2013

RESOLUTION AUTHORIZING THE EXECUTION OF
AGREEMENT BETWEEN THE TOWNSHIP OF
GREENWICH AND THE COUNTY OF GLOUCESTER
FOR REGIONALIZED TAX ASSESSMENT

WHEREAS, pursuant to the New Jersey Property Tax Assessment Reform Act, N.J.S.A. 54:1-86 et seq., Gloucester County has been granted authority to regionalize tax assessment on a County-wide basis; and

WHEREAS, the County of Gloucester has proposed the attached agreement entitled "County Assessor Cooperation Agreement". The agreement is attached as Schedule A; and

NOW, THEREFORE, be it resolved by the Mayor and Council of the Township of Greenwich, County of Gloucester, State of New Jersey to approve the attached County Assessor Cooperation Agreement; and

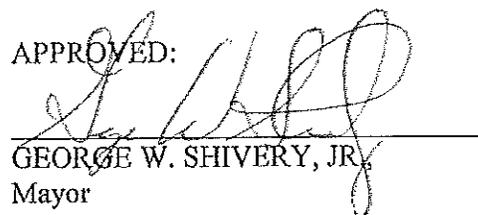
BE IT FURTHER RESOLVED, the Mayor and Clerk are hereby authorized to execute the attached Agreement on behalf of the Township of Greenwich.

ADOPTED at a meeting of the Mayor and Council of the Township of Greenwich held on this 22nd day of January, 2013.

ATTEST:


LORI L. BIERMANN,
Municipal Clerk

APPROVED:


GEORGE W. SHIVERY, JR.
Mayor

RESOLUTION TO LEASE A COURTROOM AND APPURTENANT SPACE TO THE STATE OF NEW JERSEY FOR USE AS THE SUPERIOR COURT, CHANCERY DIVISION, GENERAL EQUITY PART FOR VICINAGE 15 FROM MARCH 1, 2013 TO FEBRUARY 28, 2023

WHEREAS, over time the County of Gloucester has entered into a series of leases allowing courtroom space to the State of New Jersey for use as the Superior Court, Chancery Division, General Equity Part court; and

WHEREAS, the parties have been negotiating in good faith since the expiration of the most recent lease on June 30, 2010 with the State continuously occupying courtroom space as a month-to-month tenant since that time; and

WHEREAS, this lease will commence on March 1, 2013 and will terminate on February 28, 2023 and is for space not to exceed 1,140 square feet located inside the Gloucester County Courthouse, One North Broad Street, Woodbury, New Jersey, to be used for the Superior Court, Chancery Division; and

WHEREAS, the terms and provisions of the Lease are as set forth in the "State of New Jersey, Department of Treasury, Division of Property Management and Construction Lease for Real Property" New Lease No. 4303; and

WHEREAS, the County of Gloucester has determined that it satisfies its obligation and is in the best interest of the County to enter into the lease agreement with the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the lease made by and between the County of Gloucester and the State of New Jersey, providing space for the New Jersey Superior Court, Chancery Division, General Equity Part for the period commencing March 1, 2013 and concluding February 28, 2023, on terms as set forth in the lease, which shall be substantially in the form as the lease which is attached to this resolution; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the lease authorized by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2013, at Woodbury, New Jersey.



THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A8

RESOLUTION REVISING THE COUNTY PURCHASING MANUAL BY AMENDING ADMINISTRATIVE CODE SECTION PUR-6

WHEREAS, the Purchasing Manual is that portion of the Gloucester County Administrative Code which serves as the basis for purchasing policies and procedures involving the procurement of materials, supplies, equipment, and services at the lowest possible cost for the County of Gloucester and from time to time must be updated and revised; and

WHEREAS, the necessary modifications being requested are name changes within the Purchasing Department staff, updated information on obtaining a State of New Jersey Business Registration form and the addition of two (2) exhibits, the State of NJ Business Registration application and requirements for federally funded request for proposals; and

WHEREAS, the revisions to Gloucester County Administrative Code Section PUR-6 have been recommended by the County Purchasing Director and appear to be necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Administrative Code Section PUR-6 be amended consistent with the necessary modifications recommended by the Purchasing Director.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 20, 2013.



THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A-8

PURCHASING PROCEDURES MANUAL

GLOUCESTER COUNTY PURCHASING DEPARTMENT



**FREEHOLDER LIAISON:
DIRECTOR ROBERT M. DAMMINGER**

FORWARD

The Purchasing Department has prepared this "Purchasing Manual" which will serve as the basis for purchasing policies and procedures for the County of Gloucester.

The purchasing function involves the procurement of materials, supplies, equipment, and services at the lowest possible cost. These costs are consistent with the quality needed to meet the required standards established and approved by the Board of Chosen Freeholders. Our goal is the promotion of the best interest of Gloucester County through knowledgeable action and fair dealings. This will result in obtaining maximum savings for the County.

Since rules and regulations are necessary for the proper operation of purchasing functions and since it is essential that all who are involved in the purchasing operation be well informed, this manual has been developed to aid all employees directly or indirectly associated with the functions of purchasing.

The objectives of the Purchasing Department of Gloucester County are as follows:

1. Assurance of continuity of supply to meet the service needs.
2. Avoidance of duplication and waste through standardization.
3. Maintenance of required quality standards in goods and services purchased.
4. Development of a cooperative environment between Purchasing, the agencies and departments served.
5. Obtain maximum savings through innovative buying and application of value analysis techniques.
6. Administer the purchasing function with internal efficiency.
7. Purchase of goods and services at the lowest price, consistent with quality performance, and delivery requirements.

The central purchasing system has been established by the Board of Chosen Freeholders. This manual provides the means of implementation and is prepared to acquaint County personnel with purchasing procedures.

The Purchasing Department cannot satisfactorily fill the needs of a department unless all concerned are familiar with the procedures. The following material should therefore be studied and followed.

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PURCHASING DEPARTMENT

RESPONSIBILITIES AND FUNCTIONS

The Purchasing Department is responsible for administering purchasing policies, as approved by the Board of Chosen Freeholders; approving term contracts less than bid requirement, consolidation of purchases of like or common items, analyzing prices paid for materials, equipment, supplies and services, and generally defining how to generate cost savings and coordinate purchasing procedures for Gloucester County.

The Purchasing Agent is the only person authorized by the Board of Chosen Freeholders to make purchases for the County. No department has the right to obligate the County or purchasing agent to buy from a particular vendor even if the purchase is being made for a state contract item/service or from an apparent sole source vendor.

Specific responsibilities, duties and functions include:

1. Policies and Procedures – Develop purchasing objectives, policies programs and procedures for the purchase and acquisition of all materials, supplies, equipment and services.
2. Representation – Act as Gloucester County's representative on all matters pertaining to purchasing.
3. Specifications – Prepare specifications in cooperation with using agencies which are subsequently acted on and approved by the Board of Chosen Freeholders.
4. Consolidation and Bulk Purchasing – Consolidate purchases of like or common items to obtain the maximum economical benefits and cost savings, and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts.
5. Surplus Property – Arrange for the sale and disposal of surplus materials, supplies or equipment.
6. Standardization – Work with other divisions to establish Standardization of materials, supplies and equipment where practical.

7. Supplier Relations – Promote good will and public relations between Gloucester County and its suppliers. Encourage full and open competition wherever possible.

8. Budget – Prepare and submit the annual operating budget for Purchasing Department and its divisions.

9. Purchasing Analysis – Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and secure for the County the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private businesses and organizations.

10. Purchasing Manual – Prescribe and maintain a standard purchasing manual for all using agencies.

POLICIES

The following procedures shall govern the procurement of goods and services for the County in accordance with the existing Purchasing ordinance:

1. All requests for prices or services, and all purchases should be made through and by the Purchasing Department except as otherwise exempted in writing by the County Administrator or Board of Chosen Freeholders. In some instances, authority to request prices may be delegated to others.

2. Acceptance of gifts is strictly prohibited. Acceptance of entertainment is also prohibited. No employee shall become obligated to any supplier and shall not conclude any County transaction from which they may personally benefit.

3. No employee of the County shall contract on behalf of the County whereby they may derive income or benefits other than those provided as compensation from the County for their employment. However, no employee or officer of the County shall be prohibited from purchasing, at public auction authorized by law, used goods or materials from the County.

4. No contract, purchase, or group of requisitions shall be subdivided to avoid bid and quotation requirements.

5. It is unlawful for a County officer or employee to order the purchase of any materials, supplies, equipment, and contractual services, or make any contract other than through the Purchasing Department and any purchase order or contract made contrary to the provisions hereof shall not be approved and the County shall not be bound thereby.

INTER-DEPARTMENT RELATIONS

Cooperation and understanding between departments is essential in the effective operation of the Purchasing Department.

1. The Purchasing Department will at all times establish and maintain a close liaison with other departments in order to meet their purchase needs and requirements.

2. In most instances, the user department and not the Purchasing Department determine the requirements for a particular purchase.

3. In cases where technical equipment, specifications, plans or designs are involved, the division concerned will indicate their requirements and all purchasing actions will be coordinated with the user department prior to the issuance of a formal purchase order or contract.

The Purchasing Agent or his designee (s) shall direct a "Purchasing Seminar" to be held with various County Departments periodically. This seminar shall aid County personnel in gaining a better understanding of the operation of the Purchasing Department. In addition, the seminar matter shall contain information on State Purchasing Regulations, Board Policy, emergency purchases, flow of requisitions, distribution of purchase order copies, definition of purchasing items, blanket orders, change orders and contracts.

VENDOR RELATIONS

In interviews with salesmen, neither the user department nor purchasing staff shall commit to preference for any product or service to give any information regarding performance or price.

Any quotations or specific information received from vendors relative to any item under consideration for purchase will not be divulged to competing vendors before a purchase order for those goods or services is processed.

All bidders must be afforded equal opportunities to quote so that all bidders can compete on equal terms.

New sources of supply will be given due consideration because multiple sources of supply are necessary to ensure competition, continuity of supply and availability of materials. The County will buy from any vendor who exhibits adequate financial strength, high ethical standards, a record of adhering to specifications, maintains shipping promises, gives a full measure of service and meets all other requirements for a particular purchase.

REQUISITION TO PURCHASE

PURPOSE

The requisition to purchase serves to inform the Purchasing Department of the needs of the user department and to correctly define the material requested. In addition, the signed requisition signifies authority to charge a specific account number and that there are sufficient funds available in the account specified.

PURCHASING DEPARTMENT'S RESPONSIBILITIES

1. To become acquainted with the needs of all departments and divisions.
2. To aid and cooperate with all departments in meeting their needs for operating supplies and equipment at the least possible cost to the County.
3. To assist in the preparation of specifications for all requirements.
4. To locate sources and availability of needed products.
5. To process all requisitions and purchase orders with the least possible delay.
6. To work with the supplier in correlating all the steps involved in completing a purchase, including purchase order follow-up and tracing.
7. To assist the department with any difficulty after the product has been delivered or service has been rendered.

USER DEPARTMENT'S RESPONSIBILITIES

1. Write clear and accurate description of materials and equipment to be purchased and purpose for which they are intended.
2. When possible, list anticipated requirements for department or projects in advance.

3. Under no circumstances is the Purchasing Department to be obligated to a vendor for anything except the opportunity to offer for sale any goods and/or services the County may wish to purchase.

4. Cooperate with the Purchasing Department by reporting in writing the results of purchases, either favorable or unfavorable. If you have complaints, REPORT THEM. (See Report of Unsatisfactory Material and/or Service, EXHIBIT 1).

5. Advise the Purchasing Department of any known qualified supplier.

6. Verify that all charges on the requisition are properly coded as to department and line account.

7. Be sure that funds have been allocated and are available in the proper line account to support purchases. If sufficient funds have not been allocated and are not available, Purchasing is not permitted to process the requisition into a Purchase Order.

8. Be sure the proper line account is charged for each purchase. If the wrong account is used, the Purchasing Department will return the requisition for correction.

9. Be sure the purchase is for a budgeted purpose only.

WHEN A REQUISITION IS PREPARED

A requisition shall be prepared far enough in advance to permit the Purchasing Department to obtain competitive prices, and to allow sufficient time for deliveries to be made.

WHO PREPARES A REQUISITION

All requisitions should originate in the using department at the level where the purchase is to be used and proceed to the designated approval authority prior to being sent to Purchasing. All requisitions shall be signed by the Department Head or designated authority. Requisitions not properly signed will be returned.

However, such assignment or approval does not relieve the department head from any responsibilities arising from purchases made in his/her department.

SPECIAL SITUATIONS FOR A REQUISITION

Requisitions in which special handling is requested for the purchase of materials to prevent downtime in any operation of a department, but which might not be strictly emergencies, may be hand-carried or walked through channels in the interest of saving time. These must be held to a minimum and shall be used only in cases of required purchases under the current threshold.

HOW TO PREPARE A REQUISITION

A properly processed purchase requisition must contain the following information:

1. Vendor Name – Please note that the Purchasing Department’s task is to obtain competition where possible, therefore, the brand or vendor suggested on the requisition is not necessarily the brand or vendor to whom the purchase order is eventually issued.
2. Requisition Date – The Requisition date will always default to the current date.
3. Due Date: Optional. Any dates noted are purely for the assistance and guidance of the Purchasing Agent to meet the Department’s schedule of needs. When a date is not shown, the Purchasing Department may automatically allow the vendor thirty (30) days from date of purchase order. Requisitions shall be prepared far enough in advance of deliveries so as not to create emergencies.
4. S.C. No.: (State Contract Number) This field can also be used for PD # (Bid Number) RFP#, (Request for Proposal for Professional Service), PQ# (Annual Quote Number) or any number assigned to a Contract.
5. Ship To ID: Be specific as to location by using department’s two digit “Ship To” number. Type in the two letter code used for your Department or use the picklist to select an address to be used for shipping the items ordered.
6. Description and Specifications: Give a clear description of the

item desired as to size, color, type, grade, etc. If the purchase is of a technical nature, specifications should accompany the requisition. Catalog and page numbers may be used in cases such as office supplies being requested. In some cases, detailed and technical specifications will be determined by the department head and Purchasing. If the item cannot be described, except with a great amount of detail, a brief description should be given followed by the trade name and model of an acceptable item or "equal". Requisitions must not give specifications that will favor one supplier to the exclusion of all others.

7. Budget Number: Insert the account line number to which the purchase is to be charged.
8. Attention of: Name (signature) and phone number of person requesting the item or service. An indication of the person preparing the requisition is of great importance in that it enables the Purchasing Department to make direct contact in the event of errors, omissions or questions regarding the purchase.
9. Correct Quantity and Unit: Insert the number required and follow with an abbreviation for those materials that need clarification such as "doz.", "ea.", "bd.ft.", "lin.ft.", etc.
10. Estimated Cost: Departments are requested to estimate the cost in the unit price column. The Purchasing Department will verify the cost and make necessary corrections. It is requested that when the using department is aware that a purchase will exceed the current threshold for bidding, that fact should be so noted on the requisition for the assistance of the Purchasing Department.

DISTRIBUTION OF REQUISITIONS

A standard requisition form generated by the procurement system on the computer is to be used to make requests for all purchases and services.

1. The using department will prepare the requisition and obtain an authorized signature on the requisition.
2. The Department will retain a copy (EXHIBIT 2) and forward the original along with any needed documents to Purchasing.

3. Upon receipt of the requisition, the Purchasing Department will obtain quotations, bids, and/or Board approval (where necessary) for commodities or services required and a purchase order will be issued. (EXHIBIT 3)

4. If the requisition is incomplete or not properly prepared, the Purchasing Department shall return it to the originating department for completion and/or correction.

REVIEW OF SPECIFICATIONS

Prior to issuance of bids or processing of requisitions with specifications attached, review of the specifications for certain commodities and services shall be made by other departments within the County to assure open competitive bidding and up to date specifications. Some examples are as follows:

Type of Equipment/Service Requested Department Review

Computers/Word Processing Equipment: Data Processing Department

Vehicles: Motor Pool

Radios/Communication Equipment: Communications

PURCHASE ORDERS

PURPOSE

A purchase order authorizes the vendor to ship and invoice the materials and/or services as specified. Purchase orders shall be written so that they are clear, concise and complete. This will prevent any unnecessary misunderstanding and correspondence with suppliers.

WHEN ISSUED

After determining that funds are available, competitive pricing is received, and Board approval (if necessary), a computer originated purchase order shall be issued.

WHO ISSUES A PURCHASE ORDER

Only the Purchasing Department shall issue purchase orders. The using department will not enter into negotiations with any supplier for the purchase of supplies, materials or equipment. The Purchasing Department shall transmit all purchase orders to the supplier.

PURCHASING PROCEDURE

1. Requisition from using department to Purchasing Agent
2. Purchasing Department will process purchase order and encumber funds.
3. Purchase Order consisting of three (3) parts is prepared as follows:

Part 1 = Voucher (White)	(SEE EXHIBIT 3)
Part 2 = Receiving Copy (Blue)	(EXHIBIT 4)
Part 3 = Purchasing File Copy (Green)	(EXHIBIT 5)
4. Purchase Order is signed by Purchasing Agent
5. Purchasing Department sends part 1(White) to vendor, and forwards part 2 (Blue) to using department

6. Using Department sends Receiving Report (Blue Copy) with Signed Voucher and Invoice to the Purchasing Department for payment processing.
7. Any discrepancies will be brought to the using department's attention for their review and approval. It must however, be forwarded to Purchasing in writing. Purchasing will then make the actual changes.

EXPEDITING AND FOLLOW-UP

The ordering department shall make inquiry to the vendor as to the status of an order after a reasonable period of time.

DIFFICULTIES AFTER RECEIPT OF SERVICE OR GOODS

Upon request from the ordering department, the Purchasing Department shall handle with the vendor any problems or difficulties with received goods and/or services.

CHANGING A VENDOR NAME

Vendor names are not to be changed. The only way a vendor name can be changed is if a company with whom we have an open purchase order is taken over by another company by court order. A copy of the court order must be received by us prior to the purchase order being voided and a new one issued.

REGISTERING A BUSINESS WITH THE NEW JERSEY DEPARTMENT OF THE TREASURY

Pursuant to C57. Laws of 2004, which expands the state contractor business program to local government contracts, including purchase orders (PO) and vouchers, effective 9/1/04, all contractors for goods, services, and construction and their affiliates must collect State use tax.

Vendors are responsible for: (1) providing a copy of the NJ Dept. of Treasury Business Registration Certificate Prior to award of contract as well as a copy of all subcontractors or affiliates for their Business Registration Certificates.

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is

free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete Form NJ-REG and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged. (Please see sample Business Registration Certificate below and sample Business Registration Application Form- Exhibit 11-12).

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

DEPARTMENT OF REVENUE
DIVISION OF REVENUE
PO BOX 222
TRENTON, NJ 08646

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION NO.: 970-097-382/500
ADDRESS: 300 BLING AV, TRENTON NJ 086
ISSUANCE DATE: 07/14/04

TRADE NAME: [REDACTED]
CLIENT REGISTRATION NUMBER: 01073

Director: [Signature]

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at about 65x225.

(NONCOMPLIANCE RENDERS BID NONRESPONSIVE AND INCURABLE)

CERTIFICATIONS OF AVAILABILITY POLICY AND PROCEDURE

POLICY

All resolutions awarding contracts must have an approved Certification of Availability of Funds before being considered by the Board of Chosen Freeholders.

PROCEDURE

1. Using Department prepares a four (4) part CAF with name and address of contractor, purpose of contract, amount, budget code, Freeholder meeting date, and completed requisition. All this information must be forwarded to Purchasing. (EXHIBIT 6)
2. Purchasing Office encumbers as certified, numbers and approves the CAF if sufficient funds exist.
3. Original (white) of approved CAF is forwarded to the Clerk of the Board, yellow copy is forwarded to using department, pink copy is retained by Purchasing, goldenrod copy is forwarded to the appropriate County Counsel.
4. County Counsel will include a copy of the approved CAF with the resolution to the Clerk of the Board.
5. If a resolution is not approved by the Board of Chosen Freeholders, the Clerk of the Board will notify Purchasing so that funds can be released from encumbrance.
6. If a resolution is approved by the Board, copies of the resolution will be distributed to Purchasing, user department and if required, the architect/engineer.
7. The Using Department via County Counsel prepares a contract for vendor signature. Then the contract is forwarded to the Clerk of the Board for signature of the Director of the Board of Chosen Freeholders.

8. The Clerk of the Board will retain the original signed contract and forwards copies to Purchasing for distribution to the vendor and the using department.

9. Upon receipt of the signed contract, a purchase order will be prepared referencing the CAF number.

EXCEPTION

Resolutions awarding contracts on a price only basis such as for salt, sand, and uniform rental do not require a CAF before being considered. However, a separate purchase order may need to be issued for every purchase against such a contract.

OPEN ENDED CONTRACTS

PROCESSING PROCEDURE

In an open ended contract, after Purchasing receives the signed contract, they send the purchase order and voucher to the vendor. The department will complete the receiving report or a partial receiver whichever applies when goods and/or services are received.

These contracts are ones in which a contract is signed with a particular company who has given the lowest bid per item. The items however, are to be ordered as needed.

PARTIAL RECEIVING REPORTS

More and more purchase orders are now requiring partial payments. Most of these orders are contracts and/or orders which require monthly payments, such as utilities. Maintenance agreements can also be set up to pay on a monthly basis.

BUDGET TRANSFERS

Budget Transfer Forms (EXHIBIT 7) are used when it becomes necessary to transfer money from one line account to another. This form must be completed and forwarded to the Finance Officer for transfer approval. Purchase orders cannot be processed against a line account with insufficient funds until after this procedure has been completed.

EMERGENCY PURCHASES

DEFINITION

Emergency purchase of supplies and/or contractual services are those supplies or services necessary due to certain emergency conditions occurring that may affect the health, safety and welfare of the County. (EXHIBIT 8)

CRITERIA FOR EMERGENCIES

Emergency purchases are to be initiated only when property, equipment, or life is endangered through unexpected circumstances.

AUTHORIZATION

Emergency purchases may only be authorized by the Director of the department where the emergency exists.

PROCEDURE

When an emergency exists, this procedure shall be followed: The department head of the ordering department shall contact the Purchasing Agent to notify him of the emergency and supply information as to budget number and tag req number being used. A purchase order will be issued upon walk-through of the requisition.

EMERGENCY PURCHASES AT NIGHT, WEEKENDS, OR HOLIDAYS

If an emergency should arise during a time when the Purchasing Department is closed, the department head shall act to secure the necessary materials or service. The evidence of purchase such as sales ticket, bill, delivery slip, counter receipt, etc., which the supplier normally furnishes shall be attached to the requisition form and be forwarded by the using department to the Purchasing Department on the next work day following the date of purchase. The Purchasing Department may reject requisitions which are confirmation of orders if there is reason to believe no true emergency existed at the time of Purchase.

GENERAL INFORMATION

When emergency purchases are made, the department will make the purchase at the best possible price. A true emergency will often occur as a result of an act of nature or something unforeseen. Emergencies are also created through negligence and are to be avoided. Failure to anticipate normal needs or project deadline dates does not constitute an emergency.

NOTE: EMERGENCY PURCHASES ARE COSTLY AND SHOULD BE KEPT TO A MINIMUM. THEY ARE USUALLY MADE HURRIEDLY, ON A NON-COMPETTIVE BASIS, AND AT TOP PRICES. MOST VENDORS CHARGE A PREMIUM WHEN SUPPLIES MUST BE OBTAINED IMMEDIATELY. BY AVOIDING EMERGENCY ORDERS, YOU WILL SAVE YOUR DEPARTMENT MONEY.

For emergencies, it is necessary to invoke N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS). This statute is very restrictive as to the definition of an emergency.

QUOTATIONS AND BIDS

Upon receipt of a requisition to purchase, the Purchasing Department will seek a source of supply and enter into transactions for the purchase of the commodity or service in accordance with the provisions of the N.J.S.A. 40A:11.

LOCAL PUBLIC CONTRACTS LAW

The Governor, in consultation with the Department of the Treasury, shall, no later than March 1, of every fifth year beginning in the fifth year after the year in which P.L.1999, c. 440 takes effect, adjust the threshold amount and the higher threshold amount which the governing body is permitted to establish, as set forth in subsection a. of this section, or the threshold amount resulting from any adjustment under this subsection, in direct proportion to the rise or fall of the index rate as that term is defined in section 2 of P.L. 1971, c 198 (C.40A: 11-2), and shall round the adjustment to the nearest \$1,000. The Governor shall, no later than June 1 of every fifth year, notify each governing body of the adjustment. The adjustment shall become effective on July 1 of the year in which it is made.

CURRENT QUOTE AND BID THRESHOLDS

Quotes - \$1.00 - \$5,400.00

Bids - \$5,401.00 to \$36,000.00

PROCEDURE FOR SECURING QUOTES AND BIDS

Prices for purchases up to \$5,400.00 can be either written or oral, at the discretion of the Purchasing Agent. Purchases estimated to cost between \$5,400.00 and \$36,000.00 will be made by written request for quotation (RFQ). Every effort will be made to obtain a minimum of three (3) quotations for each item or group of items required.

Written requests for quotations (RFQ) will be mailed to all prospective bidders, as feasible, and such RFQ's shall be opened at a pre-determined time and date. Emergency purchases are exempted with prior approval of the Purchasing Agent. RFQ's documented completely, shall be maintained with the Purchase Order.

The Purchasing Department shall request sealed bids on purchases exceeding the current bid threshold. Advertisements shall be published at least one (1) time in a newspaper distributed in the County. The Purchasing Department shall solicit bids from responsible prospective suppliers obtained from our vendor list, publications and catalogues, suggestions from department heads, previous suppliers, etc. The Purchasing Department shall attempt to secure at least three (3) bids.

A tabulation of all bids received shall be available for public inspection in the main offices of the Purchasing Department during regular business hours.

The Purchasing Agent, with advise of assigned County Counsel, shall have the right to reject all bids and request the entire transaction be re-bid.

FEDERALLY FUNDED PROJECT PROCEDURES – SEE EXHIBIT 11

Please note: All of our current Bid Opportunities are advertised in the Gloucester County Times and listed on the County Web-Site: www.co.gloucester.nj.us. From the home page, scroll down to County Services Forms & Updates and click on Bid Opportunities. Professional Services Contract Opportunities are also listed on the Web-Site and can be accessed from the home page. Specifications or RFP's must be requested in writing by fax or e-mail. Please state your company's name, contact person, address, phone number, fax number, e-mail address, and the PD number or RFP number you are requesting. Send your request to one of the below:

Robert Mc Erlane
856-853-3415 Phone
856-251-6777 Fax
rmcerlane@co.gloucester.nj.us

Andrea Lombardi
856-853-3419 Phone
856-251-6777 Fax
alombardi@co.gloucester.nj.us

RESPONSIBILITY FOR SPECIFICATIONS

The preparation of specifications is the joint responsibility of the Purchasing Department and the using department. Specifications shall permit competition. In general, specifications should define the level of performance required rather than specific brand name. For the benefit of vendors and the department, specifications must be clear and concise. The Purchasing Department reserves the right to alter or revise specifications to allow open competition.

BID INVITATIONS

The invitation to bid is sent or placed in the hands of prospective bidders. Notice of Bid shall be advertised and posted in the County newspaper. The Notice should contain the following instructions and information:

1. Bids must be sealed.
2. The time, date, and place of bid opening.
3. Quantity desired.
4. A full description of the material (or title of bid)
5. Bids must be plainly marked on outside of envelope with the bid number, and the time and date of opening

BID BOND/DEPOSITS

Bid bonds shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to the return of surety where the Purchasing Agent has required such. Bid deposits, bid bonds or performance deposits may include cashier's checks. Surety in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total bid, but not to exceed \$20,000.00 made payable to the County of Gloucester will be required on all bids unless specifically excluded.

DISPOSITION OF BIDS

Bids shall be opened in public at the time and place stated in the public notices. No bids shall be accepted after the time and date designated for bid

opening. A tabulation of all bids received will be made and be available for public inspection.

All bids requiring Board approval shall be submitted with recommendation to the Board for final approval.

AWARD OF BIDS

In determining the lowest and best bidder, in addition to price, the following shall also be considered.

1. The ability, capacity and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The sufficiency of the financial resources to perform the contract to provide the service.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
5. The ability of the bidder to provide future maintenance and service when applicable.
6. The number and scope of conditions attached to the bid.

Bid award recommendations wherein the award to each vendor exceeds the current bid threshold shall be approved by the Board of Chosen Freeholders.

WAIVER OF IRREGULARITIES

The Board of Chosen Freeholders shall have the authority to waive any and all irregularities in any and all formal bids, should it be deemed in the best interest of the County to do so.

TIE BIDS

The County of Gloucester reserves the right to award at their

discretion to any one of the tie bidders.

CONTRACTS

Whenever required, the successful bidder shall promptly execute a formal contract to be approved as to its form, terms and conditions and signed by proper authority. When required, such bidder shall also execute and deliver to the Purchasing Department a good and sufficient performance bond in the amount specified in the invitation to bid. Any bidder who has a contract awarded to him/her and who fails to execute promptly and properly the required contract and bond, shall forfeit his certified check or an equivalent amount under his bid bond. The certified checks of unsuccessful bidders shall be returned. A certificate of insurance must also be submitted when required by the specifications.

NOTICE OF AWARD

PURPOSE

A notice of award will be issued to the approved low bidder and the department involved of the results of a county competitive sealed bid.

HOW TO PREPARE

A properly prepared notice of award form must contain the following information:

1. Bid number (Specification of PD Number)
2. Bid title
3. Date of award
4. Vendor name and address
5. Department name and address
6. Item number
7. Authorized signature

DISTRIBUTION

The Purchasing Department will send the original to the vendor for their information. A copy will be sent to user department for informational purposes also.

VENDOR COMPLAINTS AND DISPUTES

Gloucester County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of the vendor, the following procedures are adopted:

1. The Purchasing Agent or his/her representative shall forward a notice of the intended award recommendation to all bidders.
2. Any bidder adversely affected by the decision or intended decision of award must file a written notice or protest. This notice must be delivered to the Purchasing Agent or his/her representative and must contain all information of their objection of award.
3. Upon receipt of a formal written protest, the Purchasing Agent will establish a time and date to discuss the matter and attempt to resolve the dispute within fourteen (14) consecutive days of the formal written protest date.

INVOICES

DEFINITION OF AN INVOICE

An invoice is a document which itemizes charges for the purchase of supplies, materials, equipment or services which have been furnished. It is the means by which the supplier informs the County of its obligations and should contain the same basic information as the purchase order.

Prompt processing of invoices for the settlement of obligations is very important because it may have a favorable or unfavorable affect on the relationship between the County and its suppliers.

WHAT AN INVOICE SHOULD CONTAIN

1. Purchase order number
2. Date of order
3. Date of delivery
4. Terms
5. Itemized list of materials or services rendered
6. Destination of delivery
7. Quantities, prices, (both unit and total), terms and any other charges contained in the purchase order.
8. Delivery and cartage should be listed separately from the materials and supplies.
9. Invoices should be submitted to the Purchasing Department along with a signed voucher for same.

WHO RECEIVES INVOICES

The using Department receives all invoices from suppliers and/or contractors. They will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the signed voucher will be forwarded to the Purchasing Department. After review, they will be processed for payment.

RECEIPT OF GOODS AND/OR SERVICES

USING/ORDERING DEPARTMENT

The using department is charged with the responsibility of inspecting all supplies to determine quality, quantity and conformance with specifications and the purchase order.

The Purchasing Department shall have the authority to question, examine, or test the quality and kind of materials requested by the using departments or divisions.

PROCEDURE IN DEPARTMENTS

After receipt of materials and after inspecting and/or testing, the departments should sign packing slips presented by the vendor and complete the receiver. Any variation in quantity shall be noted on the delivery ticket or receiver. If the quantity does not agree with the suppliers delivery ticket, the Purchasing Department shall be notified of the discrepancy. If the materials delivered are not in conformance with the specifications and are not acceptable by the using department/division, they shall notify Purchasing at once of the reasons of withholding acceptance.

The Purchasing Department will take immediate action to require replacement by the supplier or otherwise take action to supply the using department with the needed materials.

GENERAL INFORMATION

The importance of adequate testing and inspection cannot be over emphasized. Not only does inspection prevent the direct loss from occurring from acceptance of and payment for defective materials, it also has a salutary effect on vendors since the knowledge that materials will be carefully inspected and tested deters the shipment of inferior goods. It identifies those manufacturers whose products consistently conform to Specifications and those who habitually take full advantage of the maximum tolerances permitted. Finally, adequate inspection

brings to the attention of the vendor, faults in their products which they must remedy before future purchases are made.

NOTE: Sign off on the receiver by the department head signifies the items have been properly received, inspected and accepted.

REPORT OF UNSATISFACTORY MATERIALS/SERVICES

PURPOSE

The Report of Unsatisfactory Materials or Services can be utilized to inform the Purchasing Department of any difficulties due to poor service on blanket orders, contracts, or quality of materials received which do not meet specification requirements. This shall not be utilized as an expediting tool. (See Exhibit 1).

HOW TO PREPARE

A properly prepared Report of Unsatisfactory Materials or Services must contain the following information:

1. Date
2. Vendor name and address
3. User department/division and contact person
4. Purchase order number
5. Department head signature
6. Brief statement of exactly what the problem is, and why the product or service is unacceptable
7. All available documentation shall be attached

DISTRIBUTION

The Report of Unsatisfactory Materials or Services shall be forwarded to the Purchasing Department. Purchasing will send a complaint to the vendor for their response.

GENERAL INFORMATION

The user department/division shall be notified as to the vendor's response and any action to be taken by the Purchasing Department.

SURPLUS AND OBSOLETE PROPERTY

PURPOSE

Surplus, both real and personal, such as worn out or obsolete material and equipment which are not needed or which are not suitable for public use shall be disposed of as the need arises. Such disposal shall be the responsibility of the Purchasing Department, except that miscellaneous items such as raincoats, gloves, broken tools, minor small articles, etc., either worn out or broken having no useful value shall be disposed of by the individual departments.

METHOD OF DISPOSITION

Surplus, worn out or obsolete materials and equipment which have no further practical use may be disposed of in any of the following ways:

1. By transferring to another department
2. By trading in on new equipment
3. By advertising for sealed bid sale
4. By selling as scrap
5. By sale at public auction as arranged by the Purchasing Agent.

HOW TO REPORT

Each department, division or authority shall report its surplus or obsolete stock, equipment or materials to the Purchasing Department.

HOW DISPOSITION IS MADE

Prior to disposition of property, the items shall first be offered to other County Departments.

If the surplus material is sold, it will be done by the Purchasing Department upon precise specifications concerning the item (s) and upon an order of sale approved by the Purchasing Agent in the following manner:

1. Advertise for sealed bids on specified surplus materials and equipment in accordance with state statutes
2. Public auction

HOW ACCEPTANCE IS MADE

Final acceptance of the sale and sale conditions will be made as follows:

The Purchasing Agent will review all bids, select the successful bidder, and prepare a sales order for all items. All sales of a value exceeding the current bid threshold shall require approval of the Board of Chosen Freeholders.

GENERAL INFORMATION

The Purchasing Agent, with the assistance of the various departments, shall decide, in the best interest of the County, if any items shall be sold, traded, or transferred to another department.

REQUEST FOR TRAVEL

TRAVEL AUTHORIZATION FORM

A purchase requisition must be submitted to the Purchasing Department with an approved Travel Authorization Form. (EXHIBIT 9) This requisition must be submitted with enough time being allowed for arrangements to be made.

When there is not enough time allowed for the above, reimbursement will only be made to the employee with all proper documentation attached to the requisition, including a completed Travel Request Form.

REQUEST FOR TRAVEL REIMBURSEMENT

All requests for reimbursements must first be approved by the department head. Once approved, a requisition with documentation attached (ie: original receipts for tolls and meals) should be forwarded to the Purchasing Department along with a mileage log. In the case of reimbursement for department heads, as in the past, the requisition must first be submitted to the Treasurer for signature and then forwarded to the Freeholder Liaison for signature and then forwarded with documentation attached to the Purchasing Department.

NOTE:

All requests for reimbursement must be submitted in a timely fashion. Please do not submit claims for reimbursements until they have reached a total of \$25.00. Once this amount is reached, you have until the end of the following month to submit the requisition. **Any expenses incurred during the month of December must be submitted by January 30th of the following year. Failure to submit a timely claim may result in denial of your reimbursement.**

HYPOTHESIS

The information contained in this manual is designed to assist departments in acquiring needed goods and/or services. It is not at all inclusive.

The Purchasing Department strives for quality service in a timely manner. In this respect, we are available for inquiries, suggestions, problems or any other assistance which can be provided within our scope of services. Our telephone number is 856-853-3420. Please feel free to contact us at any time.

PETER M. MERCANTI, PURCHASING DIRECTOR

EXHIBITS

- EXHIBIT 1 REPORT OF UNSATISFACTORY MATERIALS
OR SERVICES
- EXHIBIT 2 REQUISITION FORM
- EXHIBIT 3 PURCHASE ORDER-VENDOR COPY
- EXHIBIT 4 PURCHASE ORDER-RECEIVING COPY
- EXHIBIT 5 PURCHASING COPY-GREEN COPY
- EXHIBIT 6 CERTIFICATE OF AVAILABILITY OF
FUNDS (CAF FORM)
- EXHIBIT 7 BUDGET TRANSFER FORM
- EXHIBIT 8 EMERGENCY PURCHASE FORM
- EXHIBIT 9 TRAVEL REQUEST FORM
- EXHIBIT 10 BUSINESS REGISTRATON APPLICATION
- EXHIBIT 11 REQUIREMENTS FOR FEDERALLY FUNDED
REQUEST FOR PROPOSALS

County of Gloucester
Purchasing Department
PO Box 337
Woodbury, NJ 08096
856-853-3420

Report of Unsatisfactory Materials or Service

Vendor's Name: _____ Report Prepared By: _____

Purchase Order No.: _____ Department: _____

Date of Purchase Order: _____ Signature: _____

Statement of Problem (EXPLAIN SPECIFICS OF UNSATISFACTORY MATERIAL OR SERVICE):

(Use reverse side if necessary)

Vendor's Response To Complaint

The above complaint has been submitted to the Purchasing Department for unsatisfactory material/service from your establishment. Please complete and return to the County of Gloucester, Purchasing Department, PO Box 337, Woodbury, NJ 08096, Attention Purchasing Agent. Kindly respond within **10 days**. Failure to respond could result in withholding payment on your invoice or could be used for disqualification from future bidding for the County of Gloucester. Thank you.

(Use additional sheets if necessary)

Vendor Representative: _____

Title: _____

Signature: _____

Telephone No.: _____

COUNTY OF GLOUCESTER
 2 SOUTH BROAD STREET
 P.O. BOX 337
 WOODBURY, NJ 08096
 TEL (856)853-3411 FAX (856)853-8504

REQUISITION	
NO.	R1-08969

SHIP TO	GLOUC. CO PURCHASING DEPT 2 SOUTH BROAD ST., 2ND FLOOR WOODBURY, NJ 08096 856-853-3420
VENDOR	VENDOR #: PAPER030 PAPER MART INC. PD-10-037 151 RIDGEDALE AVE. EAST HANOVER, NJ 07936

ORDER DATE: 09/19/11
 DELIVERY DATE:
 STATE CONTRACT: PD-10-037
 F.O.B. TERMS:

EXHIBIT 2

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00/CS	COPY PAPER NEEDED 8 1/2 X 11 WHITE COPY PAPER	1-01-20-131-001-20411 Reproduction Supplies	31.0000	62.00
			TOTAL	62.00



 REQUESTING DEPARTMENT DATE

County of Gloucester Purchasing Department

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

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	11-08630

pg 1

S H I P T O	GLOUC. CO PURCHASING DEPT 2 SOUTH BROAD ST., 2ND FLOOR WOODBURY, NJ 08096 856-853-3420
	VENDOR # : PAPER030
V E N D O R	PAPER MART INC. PD-10-037 151 RIDGEDALE AVE. EAST HANOVER, NJ 07936

ORDER DATE: 09/21/11
 REQUISITION NO: R1-08969
 DELIVERY DATE:
 STATE CONTRACT: PD-10-037
 ACCOUNT NUM:

EXHIBIT 3

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00/CS	COPY PAPER NEEDED 8 1/2 X 11 WHITE COPY PAPER	J-01-20-131-001-20411 Reproduction supplies	31.0000	62.00
			TOTAL	62.00

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

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

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

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	11-08630

pg 1

SHIP TO	GLOUC. CO PURCHASING DEPT 2 SOUTH BROAD ST., 2ND FLOOR WOODBURY, NJ 08096 856-853-3420
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ORDER DATE: 09/21/11
 REQUISITION NO: R1-08969
 DELIVERY DATE:
 STATE CONTRACT: PD-10-037
 ACCOUNT NUM:

VENDOR	VENDOR #: PAPERU30 PAPER MART INC. PD-10-037 151 RIDGEDALE AVE. EAST HANOVER, NJ 07936
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EXHIBIT 4

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00/CS	COPY PAPER NEEDED 8 1/2 X 11 WHITE COPY PAPER	1-01-20-131-001-20411 Reproduction Supplies	31.0000	62.00
			TOTAL	62.00

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

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVING COPY

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

Certificate of Availability of Funds

TREASURER'S NO. _____

DATE _____

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT _____

AMOUNT OF CERTIFICATION _____ COUNTY COUNSEL _____

DESCRIPTION:

VENDOR: _____

ADDRESS: _____

DEPARTMENT HEAD APPROVAL

APPROVED

PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED _____

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

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

1. AN EMERGENCY CONDITION EXISTS IN _____
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON _____
(DATE) (TIME)

3. THE NATURE OF THE EMERGENCY IS:

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

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.

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

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD _____ DATE _____

PURCHASING DIRECTOR _____

APPROVED BY COUNTY ADMINISTRATOR _____

COUNTY OF GLOUCESTER
TRAVEL REQUEST FORM

To: _____ (Deputy Treasurer)

From: _____ (Department Head)

Employee: _____ Travel Dates: _____

Department: _____ Destination: _____

PURPOSE: (detail): _____

COSTS:

Travel: _____

Lodging: _____

Registration: _____

Daily Expense: _____
(Max: \$50)

Other: _____

TOTAL: _____

Cost Budgeted in line item: _____

Deputy Treasurer _____ Date: _____

Freeholder Liaison: _____ Date: _____

Freeholder Director: _____ Date: _____

County Administrator: _____ Date: _____

NJ-REG
3-2011

STATE OF NEW JERSEY
DIVISION OF REVENUE
BUSINESS REGISTRATION APPLICATION

MAIL TO:
CLIENT REGISTRATION
PO BOX 252
TRENTON, NJ 08646-0252

OVERNIGHT DELIVERY:
CLIENT REGISTRATION
33 West State St 3rd FL
TRENTON, NJ 08608

Hotline
(609) 292-9292
www.nj.gov/treasury/revenue/

*** NO FEE REQUIRED ***

Please read instructions carefully before filling out this form
ALL SECTIONS MUST BE FULLY COMPLETED

REGISTRATION DETAIL

A. Please indicate the reason for your filing this application:

Original application for a new business
 Moved previously registered business to new location (REG-C-L can be used in lieu of NJ-REG)
 Amended application for an existing business
 Reason(s) for amending application: _____
 Application for an additional location of an existing registered business
 Applying for a Business Registration Certificate Employer of Domestic Household Employee(s)
 Withholding for Employee(s) residing in NJ (Not doing business or employing in NJ)

B. FEIN # OR Soc. Sec. # of Owner

Check Box if "Applied for"

C. Name _____
(If your business entity is a Corporation, LLC, LLP, LP or Non-Profit Organization, give entity name. IF NOT, give Name of Owner or Partners)

D. Trade Name _____

E. Business Location: (Do not use P.O. Box for Location Address)
 Street _____
 City _____ State
 Zip Code
 (Give 9-digit Zip)
 (See instructions for providing alternate addresses)

F. Mailing Name and Address: (if different from business address)
 Name _____
 Street _____
 City _____ State
 Zip Code
 (Give 9-digit Zip)

BUSINESS DETAIL

G. Beginning date for this business: _____ / _____ / _____ (see instructions) O/C _____

H. Type of ownership (check one):
 NJ Corporation Sole Proprietor Partnership Out-of-State Corporation LLP Other _____
 Limited Partnership LLC (1065 Filer) LLC (1120 Filer) LLC (Single Member) S Corporation (You must complete page 41)

I. New Jersey Business Code (see instructions) Domestic (Household Employer) FOR OFFICIAL USE ONLY

J. County / Municipality Code (see instructions) K. County _____
 (New Jersey only) DLN _____

L. Will this business be SEASONAL? Yes No
 If YES - Circle months business will be open:
 JAN FEB MAR APR MAY JUN JUL AUG SEPT OCT NOV DEC

M. If an ENTITY (Item C) complete the following:
 Date of Incorporation: _____ / _____ / _____
 State of Incorporation Fiscal month
 NJ Business/Corp. #

Is this a Subsidiary of another corporation? YES NO
 If YES, give name and Federal ID# of parent: _____

N. Standard Industrial Code (If known) O. NAICS (If known)

OWNERSHIP DETAIL

P. Provide the following information for the owner, partners or responsible corporate officers. (If more space is needed, attach rider)

NAME (Last Name, First, MI)	SOCIAL SECURITY NUMBER TITLE	HOME ADDRESS (Street, City, State, Zip)	PERCENT OF OWNERSHIP

BE SURE TO COMPLETE NEXT PAGE

FEIN#: _____ NAME: _____

NJ-REG

Each Question Must Be Answered Completely

1. a. Have you or will you be paying wages, salaries or commissions to employees working in New Jersey within the next 6 months? Yes No
 Give date of first wage or salary payment: _____
 Month / Day / Year
- If you answered "No" to question 1.a., please be aware that if you begin paying wages you are required to notify the Client Registration Bureau at PO Box 252, Trenton NJ 08646-0252, or phone (609)-292-9292.
- b. Give date of hiring first NJ employee: _____
 Month / Day / Year
- c. Date cumulative gross payroll exceeds \$1,000 _____
 Month / Day / Year
- d. Will you be paying wages, salaries or commissions to New Jersey residents working outside New Jersey? Yes No
- e. Will you be the payer of pension or annuity income to New Jersey residents? Yes No
- f. Will you be holding legalized games of chance in New Jersey (as defined in Chapter 47 Rules of Legalized Games of Chance) where proceeds from any one prize exceed \$1,000? Yes No
- g. Is this business a PEO (Employee Leasing Company)? (If yes, see page 6) Yes No

2. Did you acquire Substantially all the assets; Trade or business; Employees; of any previous employing units? Yes No
 If answer is "No", go to question 4.
 If answer is "Yes", indicate by a check whether in whole or in part, and list business name, address and registration number of predecessor or acquired unit and the date business was acquired by you. (If more than one, list separately. Continue on separate sheet if necessary.)

Name of Acquired Unit _____	N.J. Employer ID _____	ACQUIRED	PERCENTAGE ACQUIRED
_____	_____	<input type="checkbox"/> Assets _____%	_____%
Address _____	Date Acquired _____	<input type="checkbox"/> Trade or Business _____%	_____%
_____	_____	<input type="checkbox"/> Employees _____%	_____%

3. Subject to certain regulations, the law provides for the transfer of the predecessor's employment experience to a successor where the whole of a business is acquired from a subject predecessor employer. The transfer of the employment experience is required by law. Yes No
 Are the predecessor and successor units owned or controlled by the same interests? Yes No
4. Is your employment agricultural? Yes No
5. Is your employment household? Yes No
 a. If yes, please indicate the date in the calendar quarter in which gross cash wages totaled \$1,000 or more _____
 Month / Day / Year
6. Are you a 501(c)(3) organization? Yes No
 If "Yes", to apply for sales tax exemption, obtain form REG-1E at http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/reg1e.pdf
7. Were you subject to the Federal Unemployment Tax Act (FUTA) in the current or preceding calendar year? Yes No
 (See instruction sheet for explanation of FUTA) If "Yes", indicate year: _____
8. a. Does this employing unit claim exemption from liability for contributions under the Unemployment Compensation Law of New Jersey? Yes No
 If "Yes," please state reason. (Use additional sheets if necessary.) _____
 b. If exemption from the mandatory provisions of the Unemployment Compensation Law of New Jersey is claimed, does this employing unit wish to voluntarily elect to become subject to its provisions for a period of not less than two complete calendar years? Yes No
9. Type of business 1. Manufacturer 2. Service 3. Wholesale
 4. Construction 5. Retail 6. Government
- Principal product or service in New Jersey only _____
 Type of Activity in New Jersey only _____
10. List below each place of business and each class of industry in New Jersey, even though you may have only one place of business or engage in only one class of industry. Yes No
 a. Do you have more than one employing facility in New Jersey Yes No

NJ WORK LOCATIONS (Physical location, not mailing address)		NATURE OF BUSINESS (See Instructions)			No. of Workers at Each Location and/in Each Class of Industry
Street Address, City, Zip Code	County	NAICS Code	Principal Product or Service Complete Description	%	

(Continue on separate sheet, if necessary)
BE SURE TO COMPLETE NEXT PAGE

NJDOT Division of Local Aid and Economic Development
Summary of Project Management Eligibility Requirements for
Locally Administered Federal Aid Highway Projects

Introduction

This document is intended to be used as a guide by LPA's in the development and implementation of procedures for projects using FHWA funds. Please note that this document is a summary of the federal requirements that must be met to establish an LPA's eligibility for funds. This document is not intended to be a comprehensive list of all federal requirements to be met once a project is authorized.

Each LPA seeking federal-aid funds must also complete NJDOT's Division of Local Aid's Federal Aid Highway Program Administrative Questionnaire. This questionnaire was developed to assess the LPA's accounting controls and administrative management systems.

The following areas must be addressed in each LPA's internal policy and procedure documents as a prerequisite to receiving federal aid funds.

Procurement of Professional Services– Consultant Selection

Consultant Services funded in whole or in part with FAHP funds must be procured and administered in accordance with the requirements of the Common Grant Rule, 49 CFR 18. In addition, contracts for engineering and design related services directly related to a construction project must also comply with the requirements of 23 U.S.C. 112 and 23 CFR 172.

Any LPA using Federal-aid funds for engineering and design related consultant services must have written procurement policies and procedures in accordance with 23 CFR 172.9. The written policies and procedures must address:

- Preparation of the consultant scope of work and cost estimate
- Solicitation, evaluation, ranking, and consultant selection
- Negotiation of reimbursement costs
- Monitoring of the consultant's work
- Consultant errors and omissions

Title 23 CFR 172 allows three procurement methods to be used to hire a consultant: competitive negotiation, small purchases and noncompetitive procurement. Competitive negotiation procedures generally apply and are commonly referred to as "qualification based selections". Qualification based selection requirements are defined by the Brooks Act, 40 U.S.C, and can be broken down into three steps:

1. Issuing a request for proposal, or RFP.
2. Selecting a consultant based on qualifications.
3. Negotiating a fair and reasonable cost and contract terms with the selected consultant.

Request for Proposal

1. The LPA must have a written procedure detailing their consultant selection process for federal-aid projects. This procedure must be approved by NJDOT for compliance to federal requirements.
2. The RFP must include a detailed scope of work, qualifications required, responsibilities, and deliverables.
3. The RFP must include an estimated schedule for the performance and delivery of the services.
4. The RFP must stipulate method of contract payment.

5. The RFP must clearly define the LPA's evaluation criteria used to assess and rate the firms including the scoring rate of each criterion.
6. The qualification based evaluation criteria may take into consideration qualifications of staff, prior similar work experience, past performance, workload capacity, and technical project approach.
7. In-state or local hiring preferences are prohibited.
8. Consideration of price or any element of cost in the evaluation is prohibited in the evaluation, ranking, and selection of the most qualified consultant.
9. The RFP must be advertised for a sufficient amount of time to solicit as many proposals from as many qualified consultants as possible.
10. The RFP process must allow fair and open competition by providing opportunities for in-State and out-of-State consultants.

Selection

11. All submitted proposals must be evaluated and ranked according to the evaluation criteria and scoring process outlined in the RFP.
12. The 3 most qualified consultants should be listed in order of preference.

Negotiations

13. The LPA must prepare an independent cost estimate that reflects the advertised scope of work to be used as the basis of negotiations.
14. Negotiation of costs and contract terms are conducted with the number-one ranked qualified consultant.
15. Only the tasks included in the RFP can be incorporated in the contract.
16. NJDOT is required to ensure the consultant contract is compliant with FAR cost principals when using federal-aid funds.
 - Allowable costs include those directly associated with the specific contract as well as overhead costs, also known as their indirect cost rate.
 - Only NJDOT approved overhead rates are used. Consultants that do not have approved overhead rates must be approved in accordance with NJDOT Procurement policies and procedures.
 - The approved overhead rate must be used for the purpose of estimating, negotiating, and making payment on the contract.

17. The methods of payment that shall be used are: lump sum, cost plus fixed fee, cost per unit of work or specific rates of compensation.

- Lump Sum: The lump sum method shall not be used to compensate a consultant for construction engineering and inspection services except when the agency has established the extent, scope, complexity, character and duration of the work to be required to a degree that a fair and reasonable compensation including fixed fee can be determined.
- Cost plus fixed fee: This method of payment reimburses the consultant for its direct and indirect costs (salary, overhead, direct expenses) in addition to a negotiated amount as a fixed fee. This type of agreement is typically used for projects where the level of effort is unknown or the final objectives cannot be fully identified or precisely defined.
- Cost per unit of work: This method is used when the cost per unit can be established with reasonable accuracy at the time of procurement, but the extent of the work is undefined. Payment is made based on a preset amount per unit of work performed.
- Specific rates of compensation: this method of payment reimburses the consultant for services based on direct labor hours at specific fixed hourly rates plus direct expenses/costs subject to an agreement maximum amount. The specific rates of compensation method should only be used when it is not possible to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy at the time of procurement.

18. The cost plus a percentage of cost and percentage of construction cost method of compensation shall not be used.

Contract Administration

19. The LPA must monitor the consultant's work throughout the life of the contract.
20. The LPA must be adequately staffed to oversee the work, and must provide one full time agency employee in responsible charge.
21. NJDOT will review invoices to ensure costs are consistent with FAR cost principals, contract terms, and progress of consultants work.
22. The LPA is required to evaluate the consultant's performance when the contract is complete.
23. All records pertaining to the consultant procurement and executed contract must be kept on file a minimum of 3 years following submittal of the final invoice.

Project Management

Responsible Charge

Title 23 CFR 635.105(a) (4) requires LPA's to provide a full-time employee to be in responsible charge of Federal-aid construction projects. The person in responsible charge of LPA administered projects need not be an engineer. The "responsible charge" requirement applies even when a consultant is providing construction engineering services.

The LPA responsible charge is accountable for the project and expected to perform the following duties and functions:

- Administers inherently Government project activities, including those dealing with cost, time, adherence to contract requirements, construction quality, and scope of Federal-aid projects.
- Maintains familiarity of day to day project operations, including project safety issues.
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- Visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project.
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and
- Directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- Is aware of the qualifications, assignments, and on-the-job performance of the agency and consultant staff at all stages of the project.

Federal regulations do not preclude the sharing of these duties and functions among a number of LPA employees, nor do the regulations preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

Construction Inspection

Title 23 CFR 635.105 requires projects receive adequate supervision and detailed construction inspection to ensure construction is completed in conformance with the approved plans and specifications. Likewise, LPA's are required to be adequately staffed and suitably equipped to undertake and satisfactorily complete this work. The LPA's detailed inspections and related source documents are the basis for payment of completed work. Title 23 CFR 635.123 requires LPA's to have procedures in place to inspect and verify delivery and quality of materials and ensure that work has been completed in accordance with the plans and specifications. Source documentation should be reflected in inspector reports, daily diaries and engineering calculations.

NJDOT Division of Local Aid and Economic Development Summary of Project Management Eligibility Requirements for Locally Administered Federal Aid Highway Projects

Source Documentation

Title 23 CFR 635.123 requires each LPA to adopt procedures that provide adequate assurance that the quantities of completed work on federal-aid construction projects will be determined accurately and on a uniform basis. All such determinations and all related source documents upon which payment is based must be a matter of record. Additionally, all source documents pertaining to the determination of pay quantities must be retained for three years after final payment and project close-out pursuant to 49 CFR 18.36 (J)(11).

Source documents are the LPA's handwritten receipt of exactly what was delivered, and how many or how much. They are the single most important form of documentation that substantiate quality and quantities and provide the required basis for payment to the contractor. Lack of source documentation can result in the loss of federal participation of funds. Source documents consist of notes/documentation of counts; measurements (length, width, depth, and slope); calculations of area, volume, weights; sketches; a statement of compliance with contract plans and specifications; field changes; comments; and delivery tickets collected and initialed by the inspector at the point of unloading.

The LPA's procedures for source documentation must specify the following at a minimum:

- Delivery tickets are received before placement of materials
- Testing of materials is documented in the project files and referenced in daily inspection reports
- Form DC-29's are used for daily inspection reports and the instructions included on the DC-29's are followed. DC-29's are supplemented with field notes and photographs that tie the work being done to the plans, specifications and related contract documents.
(<http://www.state.nj.us/transportation/business/localaid/documents/DC29aWI.pdf>)
- Inspection reports are signed and dated by the inspectors.
- The Resident Engineer reviews and initials the daily inspection reports.
- The Resident Engineer prepares a summary of pay quantities based on the daily inspection reports
- The Resident Engineer uses the summary of pay items to develop periodic pay estimates for the LPA person in responsible charge. The summary of pay items must be used for comparison and negotiations of contractor payment requests. The LPA person in responsible charge must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated contractor payment, a voucher request will be forwarded to the LPA financial officer for contractor payment. Once contractor payment is made, the LPA financial officer must prepare and submit a State voucher.
- Prevailing wage rate requirements of 23 U.S.C. and the Davis- Bacon Act must be met and documented in the LPA's project files.
- Environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.

- All pedestrian facilities must be constructed or reconstructed in accordance with the American with Disabilities Act (ADA) of 1990; Section 504 of the Rehabilitation Act of 1973; 28 CFR Part 35.151 (e) and NJDOT Standard Construction Details.
- DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26; the contract plans, specifications and related contract documents; the NJDOT Construction Handbook Section V, Subsection B and NJDOT DBE/ESBE Programs.
- Include provisions to identify the LPA's full time employee in "responsible charge" of the project.

Buy America

Title 23 CFR 635.410 requires that all steel or iron products permanently incorporated into a federal-aid project must be manufactured in the United States. This includes application of coatings.

Buy America requirements apply to the entire federal-aid project. Steel or iron products purchased with non federal funds are not exempt from this requirement.

Waivers are permissible in rare cases as specified in 23 CFR 635.410 (c) (1). Minimal use of foreign steel or iron is permissible if the costs of such materials does not exceed one-tenth of one percent of the total cost or \$2,500, whichever is greater as specified in 23 CFR 635.410 (b)(4).

The LPA responsible charge is responsible for receiving the Buy America certification at time of delivery and prior to the steel or iron product being incorporated into the project. The Buy America certification must be current, signed, and dated and be specific to the materials

DBE Compliance

Title 49 CFR 26 requires that Disadvantaged Business enterprises (DBE's) have an equal opportunity to receive and participate in federal-aid assisted construction contracts. The LPA is responsible to award federal-aid contracts to only those bidders who make a good faith effort to meet the DBE goals established by NJDOT's Civil Rights Contract Compliance Unit. The LPA must continuously monitor DBE participation as the project progresses and is responsible for ensuring the contract goals will be met at the time of project completion. Failure to comply with DBE goal requirements may result in the loss of federal funding. The LPA's responsibilities include:

1. Verification of Recommendation to Award memorandum and Form CR-266F, "Schedule of DBE/ESBE Participation (former "Form A") to determine status of the subcontractors to monitor DBE/ESBE compliance.
2. Monitor participation by comparing contractors DBE/ESBE/SBE goal commitments against each Form DC-18, "Request for Approval to sublet". Cross check the Daily Work Reports with each affected Form DC-18, the Recommendation to Award, and the Form CR-267, Monthly Report of Utilization of ESBE/DBE or SBE.

3. Utilize Daily Work Report to document on-site monitoring of stipulated DBE work items and contractor performing the work to insure compliance.
4. The person in responsible charge must be made aware of non-compliance issues and direct the contractor in writing to comply with these requirements. Revisions can only be made to the approved DBE/ESBE/SBE program upon submission of a revised Form CR 266 by the contractor and review and approval by NJDOT.
5. Any DBE/ESBE/SBE goal commitments not fulfilled must be supported by Good Faith Effort documentation and reviewed and approved by NJDOT based on the guidance set forth in 49 CFR 26 Appendix A.

Project Schedules, Project Progress, Contractor Payment, Contract Completion

Contract Changes

Title 23 CFR 635.120 and Section 104.03 of the NJDOT Standard Specifications governs changes in plans and specifications, and extra work. Deviations from the contract requirements shall not occur unless the Resident Engineer issues a written field order or a Change Order is approved by the Department. Change Orders require written justification: breakdown of costs and quantities; and timely approvals. Contract changes and progress of work must be monitored daily. Types of changes include quantity increases and decreases; new work; and changes in the character of work.

Contract line item overruns are not permissible without NJDOT approval. Any sum in excess of the contract's current authorized funding amount cannot be expended until a Change Order is approved by NJDOT. All new or supplemental costs must be negotiated, itemized and justified. All documentation including a cost analysis of each negotiated cost must be included in the Change Order request and maintained in the project file.

Time shall always be evaluated as part of a change order. Extensions in contract time related to contract changes or extra work will only be granted for excusable, compensable delays as defined in Section 108.10 of the NJDOT Standard Specifications.

Contract Time

Contract time must be specified in the bid documents for all federal-aid projects, monitored by the local public agency each work day, and documented. A pre-construction conference shall be promptly scheduled following contract award and a Notice to Proceed (NTP) issued specifying the NTP date, project duration, and contract completion date.

Delays in work progress and completion result in delays in the use of the project, inconvenience to the public and increased inefficiencies leading to additional costs incurred by the NJDOT and the LPA for engineering, inspection, and contract administration. The NJDOT Standard Specifications summarizes it simply by stating "Time is of the essence as to all time frames stated in the Contract." Every effort should be made to establish contract times that have the shortest practical durations.

Contract time extensions will only be granted for excusable delays specified in Section 108.11 of the NJDOT 2007 Standard Specifications. Contract time extensions must be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs.

Liquidated Damages

Liquidated damages must be specified for all federal-aid projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover additional costs incurred by the local public agency because of a contractor's failure to complete work within the specified Contract Time.

Liquidated damages must be assessed by the LPA for each day the contractor fails to complete work within the specified Contract Time. Failure to assess liquidated damages by the local public agency in accordance with the contract bids documents and federal-aid requirements may result in the loss of federal participation of funds.

Progress Schedules

The LPA is responsible for providing a progress schedule and monitoring contract progress to evaluate impacts to contract time pursuant to Section 153 of the NJDOT Standard Specifications.

Progress payments are compensation for the value of work performed during a covered period as specified in Title 23 CFR 635.123. The LPA is responsible for documenting the project's progress, contractor payments, and contract completion to ensure adherence to the approved project schedule and specified contract time.

Disposition of Change Order Protests

Title 23 CFR 635.109 prescribes standardized changed conditions contract clauses for differing site conditions; suspensions of work ordered by the engineer; and significant changes in the character of work on all federal-aid construction projects. The LPA is responsible for resolving protests to change orders in accordance with 23 CFR 635.109 and Section 104.03.02 of the NJDOT 2007 Specifications.

If the contractor disagrees with any terms or conditions of a Change Order, a written protest must be submitted to the LPA within 15 days of receipt of the Change Order. The LPA will notify the NJDOT as soon as possible. (Agreement language and claims language; NJSA 59:13-1)

Submission of a written protest does not relieve the contractor from the obligation to proceed with work as directed by an approved change order.

Questions regarding federal-aid compliance can be directed to one of NJDOT's Local Aid District Offices. District Office contact information can be found on the Local Aid website at:

<http://www.state.nj.us/transportation/business/localaid/>

The "Summary of Project Management Eligibility Requirements for Locally Administered Federal Aid Highway Projects" and the "Division of Local Aid's Federal Aid Highway Program Administrative Questionnaire" can also be found on the Local Aid website.

NJDOT Division of Local Aid and Economic Development Summary of Project Management Eligibility Requirements for Locally Administered Federal Aid Highway Projects

A9

**RESOLUTION APPOINTING MICHELLE INFANTE-CASELLA TO THE
GLOUCESTER COUNTY AGRICULTURE DEVELOPMENT BOARD**

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

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

WHEREAS, the membership of The Board is comprised of seven (7) voting members, four (4) of whom shall be actively engaged in farming, and three (3) of whom shall represent the general public, and three (3) non-voting members, who are made up of a representative of the Gloucester County Planning Board, the Rutgers Cooperative Extension Service and the Gloucester County Soil Conservation District; and

WHEREAS, non-voting members serve as statutory appointments on the Board following their initial appointment; and

WHEREAS, there exists a vacancy for the Rutgers Cooperative Extension Service statutory position on the Board; and

WHEREAS, it is in the best interests of the County of Gloucester to appoint Michelle Infante-Casella to the vacant Rutgers Cooperative Extension Service statutory position on the Board.

NOW, THEREFORE, BE IT RESOLVED that Michelle-Infante Casella be appointed to the vacant Rutgers Cooperative Extension Service statutory position on the Gloucester County Agriculture Development Board.

BE IT FURTHER RESOLVED that said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, held on February 20, 2013.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A10

RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND CONSENTING TO THE REFUNDING OF CERTAIN OUTSTANDING BONDS OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ISSUED TO FINANCE THE COSTS OF ACQUISITION OF CERTAIN CAPITAL EQUIPMENT AND/OR CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS IN, BY AND FOR THE COUNTY THROUGH THE ISSUANCE OF COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2013 BY THE AUTHORITY TO PROVIDE FINANCING FOR SUCH PROJECT

WHEREAS, pursuant to (A) a resolution adopted by The Gloucester County Improvement Authority ("Authority") on November 22, 1999 entitled, "Resolution Authorizing the Issuance of Property and Equipment Program Lease Revenue Bonds and Notes of The Gloucester County Improvement Authority" ("Original Bond Resolution"), the Authority issued its (i) County Guaranteed Lease Revenue Bonds, Series A of 1999 in the aggregate principal amount of \$8,120,000 ("Series 1999A Bonds"); (ii) County Guaranteed Lease Revenue Bonds, Series B of 1999 in the aggregate principal amount of \$4,020,000 ("Series 1999B Bonds"); and (iii) County Guaranteed Lease Revenue Bonds, Series C of 1999 in the aggregate principal amount of \$8,635,000 ("Series 1999C Bonds" and together with the Series 1999A Bonds and Series 1999B Bonds, the "Series 1999 Bonds"); and (B) the Original Bond Resolution and a supplemental resolution adopted by the Authority on May 4, 2000 entitled, "First Supplemental Resolution to a Bond Resolution Adopted on November 22, 1999; Authorizing the Issuance of Additional Bonds and Notes Under Said Bond Resolution; Amending, Supplementing and Clarifying Certain Provisions of Said Bond Resolution; and Taking Related Actions" ("First Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2000 in the aggregate principal amount of \$6,600,000 ("Series 2000A Bonds"); and

WHEREAS, on December 21, 2000, the Authority adopted a resolution authorizing the substitution of approximately 1,661.39 acres of land located in Logan Township, Gloucester County, New Jersey ("New Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto for use as a County park and recreational facility (collectively, the "New 1999B Equipment and Improvements") for approximately 280 acres of land located in Franklin Township, Gloucester County, New Jersey ("Original Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto for use as a County park and recreational facility previously authorized to be financed with the proceeds of the Series 1999B Bonds; and

WHEREAS, in connection with the substitution of the New 1999B Equipment and Improvements, the Authority (A) prepared an Addendum to Exhibit A to the County Ground Lease (as defined in the Original Bond Resolution), as amended by the First Amendment to County Ground Lease (as defined in the First Supplemental Resolution); and (B) executed, delivered and recorded an Amended and Restated First Amendment to Memorandum of Lease, each of which contains a revised Exhibit A setting forth a description of the New Site in place of the description of the Original Site; and

WHEREAS, pursuant to the Original Bond Resolution, as amended and supplemented by the First Supplemental Resolution and a supplemental resolution adopted by the Authority on September 20, 2001 entitled, "Second Supplemental Resolution to a Bond Resolution Adopted on November 22, 1999, as Amended and Supplemented on May 4, 2000; Authorizing the Issuance of Additional Bonds and Notes Under Said Bond Resolution; Amending, Supplementing and Clarifying Certain Provisions of Said Bond Resolution; and Taking Related Actions" ("Second Supplemental Resolution"), the Authority issued its (i) County Guaranteed Lease Revenue Bonds, Series A of 2001 in the aggregate principal amount of \$7,495,000 ("Series 2001A Bonds"); and (ii) County Guaranteed Lease Revenue Bonds, Series B of 2001 in the aggregate principal amount of \$880,000 ("Series 2001B Bonds" and together with the Series 2001A Bonds, the "Series 2001 Bonds"); and

WHEREAS, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution and a Third Supplemental Resolution adopted on August 15, 2002 ("Third Supplemental Resolution"), the Authority

authorized the issuance of its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2002 in an aggregate principal amount not to exceed \$14,500,000 ("Series 2002A Bonds") to advance refund its outstanding callable: (i) \$2,515,000 aggregate principal amount of the Series 1999B Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999B Refunded Bonds"); (ii) \$5,400,000 aggregate principal amount of the Series 1999C Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999C Refunded Bonds"); and (iii) \$3,970,000 aggregate principal amount of the Series 2000A Bonds scheduled to mature on August 1 in each of the years 2011 through 2019, inclusive ("Series 2000A Refunded Bonds") (the advance refunding of the Series 1999B Refunded Bonds, the Series 1999C Refunded Bonds and the Series 2000A Refunded Bonds is hereinafter collectively referred to as the "Series 2004A Project"), subject to the realization of sufficient present value savings; and

WHEREAS, the Series 2002A Bonds were never issued by the Authority due to market conditions which prevented the Authority from realizing sufficient present value savings; and

WHEREAS, on June 11, 2003 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution and a Fourth Supplemental Resolution adopted on March 20, 2003 ("Fourth Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series A of 2003 in the aggregate principal amount of \$18,020,000 ("Series 2003A Bonds"); and (ii) County Guaranteed Lease Revenue Bonds, Series B of 2003 in the aggregate principal amount of \$2,380,000 ("Series 2003B Bonds" and together with the Series 2003A Bonds, the "Series 2003 Bonds"); and

WHEREAS, on March 2, 2004 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution and the Fourth Supplemental Resolution, and as further amended and supplemented by an Award Resolution (in the form of a certificate) executed by the Executive Director of the Authority, the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series 2004 in the aggregate principal amount of \$13,295,000 ("Series 2004A Bonds"); and

WHEREAS, on December 7, 2004 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution and a Fifth Supplemental Resolution adopted on July 7, 2004 ("Fifth Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series B of 2004 in the aggregate principal amount of \$1,480,000 ("Series 2004B Bonds"); and (ii) County Guaranteed Lease Revenue Bonds, Series C of 2004 in the aggregate principal amount of \$3,415,000 ("Series 2004C Bonds" and together with the Series 2004B Bonds, the "Series 2004B/C Bonds"); and

WHEREAS, on November 10, 2005 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution and a Sixth Supplemental Resolution adopted on August 18, 2005 ("Sixth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2005 in the aggregate principal amount of \$33,895,000 ("Series 2005A Bonds") to finance (i) the construction and equipping of riding trails and equestrian center facilities as part of the County park and recreational facility located in Logan Township, in the County, financed with the proceeds of the Series 1999B Bonds; (ii) the Local Share, in the amount of \$7,149,773, of the costs of completion of design, construction, furnishing and equipping of the approximately 52,016 square foot special services school known as Bankbridge Development Center to be located on property leased from the Gloucester County College in Deptford Township, in the County, previously financed with a portion of the proceeds of the Series 2004B Bonds; and (iii) the costs of Phase II of the County Court Facilities project, in the City of Woodbury, in the County, including design costs relating to the Justice Complex expansion and demolition costs and construction of a 600-700 space parking garage (collectively, the "Series 2005 Program Improvements and Equipment"); and

WHEREAS, on August 24, 2006 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, and a Seventh Supplemental Resolution adopted on March 16, 2006 ("Seventh Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2006 in the aggregate principal amount of \$5,845,000 ("Series 2006A Bonds") to finance the State Share of the costs of completion of design,

construction, furnishing and equipping of an approximately 52,016 square foot special services school building in Deptford Township, New Jersey, operated and administered, on behalf of the County, by the Gloucester County Special Services School District serving approximately 140 autistic and multiply disabled students ages 3-21 years of age. ("Series 2006 County Project"); and

WHEREAS, on October 27, 2010, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution and an Eighth Supplemental Resolution adopted on September 8, 2010 ("Eighth Supplemental Resolution"), the Authority sold its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2010 in an aggregate principal amount of 7,520,000 consisting of County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-1 in an aggregate principal amount of \$2,805,000 ("Series 2010A-1 Bonds") and County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-2 in an aggregate principal amount of \$4,715,000 ("Series 2010A-2 Bonds" and together with the Series 2010A-1 Bonds the "Series 2010A Bonds"), the proceeds of which were used to finance: (i) the current refunding of \$2,770,000 aggregate principal amount of the Outstanding Series 1999A Bonds maturing serially on December 1 in each of the years 2011 through 2014, inclusive, and (ii) the advance refunding of \$4,415,000 aggregate principal amount of the Outstanding Series 2001A Bonds maturing serially on September 1 in each of the years 2012 through 2016, inclusive, and the term Series 2001A Bonds maturing on September 1, 2021 (the purposes described in clauses (i) and (ii) above are hereinafter collectively referred to as the "Series 2010A Refunding Project"); and

WHEREAS, on August 24, 2011, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution and a Ninth Supplemental Resolution adopted on November 18, 2010 ("Ninth Supplemental Resolution"), the Authority sold its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2011 in an aggregate principal amount of \$10,700,000 ("Series 2011A Bonds"), the Proceeds of which were used to finance the advance refunding of \$10,895,000 aggregate principal amount of the Outstanding Series 2003A Bonds maturing serially on July 15 in each of the years 2014 through 2023, inclusive (the purpose described above is hereinafter referred to as the "Series 2011A Refunding Project"); and

WHEREAS, the Authority has determined to advance refund all or a portion of the Series 2005A Bonds currently Outstanding in the aggregate principal amount of \$24,395,000 and maturing serially on September 1 in each of the years 2016 through 2025, inclusive, and the term Series 2005A Bonds maturing on September 1, 2030 (collectively, the "Series 2005A Refunded Bonds") (the purpose described above is hereinafter referred to as the "Series 2013A Refunding Project"), subject to the realization of sufficient present value savings; and

WHEREAS, in order to provide funds for the Series 2013A Refunding Project, the Authority intends to issue its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2013 ("Series 2013A Bonds") in an aggregate principal amount not-to-exceed \$29,000,000; and

WHEREAS, the Series 2013A Bonds will be issued as Additional Bonds pursuant to the provisions of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, the Ninth Supplemental Resolution, and a Tenth Supplemental Resolution adopted by the Authority on December 20, 2012 entitled, "TENTH SUPPLEMENTAL RESOLUTION TO A BOND RESOLUTION ADOPTED ON NOVEMBER 22, 1999, AS AMENDED AND SUPPLEMENTED ON MAY 4, 2000, SEPTEMBER 20, 2001, AUGUST 15, 2002, MARCH 20, 2003, JULY 7, 2004, AUGUST 18, 2005, MARCH 16, 2006, SEPTEMBER 8, 2010, AND NOVEMBER 18, 2010; AUTHORIZING THE ISSUANCE OF ADDITIONAL BONDS AND NOTES UNDER SAID BOND RESOLUTION; FURTHER AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF SAID BOND RESOLUTION; AND TAKING RELATED ACTIONS" ("Tenth Supplemental Resolution" and together with the Original Bond Resolution, the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental

Resolution, the Eighth Supplemental Resolution, and the Ninth Supplemental Resolution, the "Bond Resolution"); and

WHEREAS, pursuant to *N.J.S.A.* 40:37A-56, the Authority shall not construct or acquire any public facilities or make any lease or other agreement relating to the use of such public facilities for a term in excess of five (5) years until there has been filed with the Authority a copy of a resolution adopted by the governing body of the County describing such public facilities and consenting to the construction or acquisition thereof by the Authority or the making of such leases or other agreements; and

WHEREAS, the Authority, after investigation and study, made a detailed report to the Board of Chosen Freeholders of the County ("Board") dated February 19, 2013 concerning the Series 2013A Refunding Project, the Series 2013A Bonds, the Tenth Supplemental Resolution, the Tenth Amendment to County Ground Lease, the Tenth Amendment to Lease Purchase Agreement and the Escrow Deposit Agreement to effect the advance refunding of the Series 2005A Refunded Bonds ("Escrow Deposit Agreement"), and the Board desires to satisfy the requirements of *N.J.S.A.* 40:37A-56 by means of the adoption of this Resolution; and

WHEREAS, the County has reviewed the report setting forth the nature of the Series 2013A Refunding Project in sufficient detail to enable it to make the necessary findings which are required by *N.J.S.A.* 40:37A-56 with respect to the Series 2013A Refunding Project and with respect to the Series 2013A Bonds.

NOW THEREFORE, BE IT RESOLVED, that:

1. In accordance with *N.J.S.A.* 40:37A-56 and all other applicable law, the Board hereby consents to: (i) the undertaking and implementation of the Series 2013A Refunding Project by the Authority, such Series 2013A Refunding Project constituting public facilities, as such term is defined in the county improvement authorities law of the State of New Jersey, *N.J.S.A.* 40:37A-44 *et seq.* ("Act"), as contemplated in and permitted by the provisions of the Act, and the financing thereof by means of the Series 2013A Bonds, the Tenth Amendment to County Ground Lease, the Tenth Amendment to Lease Purchase Agreement, the Tenth Supplemental Resolution, the Escrow Deposit Agreement and any other agreements to which the Authority shall be a party and as may be necessary for the issuance by the Authority of the Series 2013A Bonds and/or the financing of the Series 2013A Refunding Project; (ii) the execution and delivery by the Authority of the Tenth Amendment to County Ground Lease, the Tenth Amendment to Lease Purchase Agreement, the Escrow Deposit Agreement and any other agreements to which the Authority shall be a party and as may be necessary for the issuance by the Authority of the Series 2013A Bonds and/or the financing of the Series 2013A Refunding Project; (iii) the adoption by the Authority of the Tenth Supplemental Resolution (provided that the aggregate principal amount of Series 2013A Bonds authorized thereunder shall not exceed \$29,000,000); and (iv) the issuance, sale and delivery of the Series 2013A Bonds.

2. The County Administrator and any designee thereof (each an "Authorized Officer") are each severally authorized to execute and deliver, in the name of the County and on its behalf, any and all documents necessary to effectuate the purposes of this Resolution.

3. This Resolution shall take effect upon adoption in accordance with law.

4. Pursuant to *N.J.S.A.* 40:37A-56, the Clerk of the Board shall file a certified copy of this Resolution, when adopted, with the Authority.

Adopted: February 20, 2013

ATTEST:

**ROBERT N. DILELLA, Clerk of the Board
of Chosen Freeholders of the County of
Gloucester, New Jersey**

**ROBERT M. DAMMINGER, Director
Board of Chosen Freeholders of the
County of Gloucester, New Jersey**

bl

RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO ARAMSCO, INC., IN THE TOTAL AMOUNT OF \$107,124.30, FOR PERSONAL PROTECTIVE EQUIPMENT FOR USE DURING THE TRAIN DERAILMENT IN PAULSBORO

WHEREAS, the award of contract by the County under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder for personal protective equipment was made by the County on December 3, 2012 to Aramsco, Inc.; and

WHEREAS, the said contract was exempt from public bidding, as it was required for use by Emergency Responders in response to a train derailment, as set forth in N.J.S.A. 40A:11-6, as certified by Joseph T. Butts, Director of Emergency Response; and

WHEREAS, the Director of Emergency Response, Joseph T. Butts, notified Peter Mercanti, the County Purchasing Agent, of the need for said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the equipment necessary for the emergency work to be performed, and contracted with Aramsco, Inc., with an office address of 1480 Grandview Avenue, Thorofare, N.J. 08086, for personal protective equipment specifically Nomex coveralls and millennium CBRN gas masks required for the emergency equipment for a total amount of \$107,124.30; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the emergency provisions in the amount of \$107,124.30, pursuant to C.A.F. #13-01450, which amount shall be charged against budget line item 2-01-35-470-001-20201.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to Aramsco, Inc., for the emergency equipment, pursuant to, and in accordance with, the emergency provisions, be, and hereby is, confirmed and approved.

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized to execute the emergency contract with Aramsco, Inc. in the total amount of \$107,124.30 per the prices submitted in the invoices for the emergency equipment issued by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

Bi

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

THIS CONTRACT is made effective this 20th day of **February 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **ARAMSCO, INC.**, a New Jersey Corporation, with offices at 1480 Grandview Avenue, Thorofare, NJ 08086, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there existed a need for the County to contract for personal protective equipment specifically Nomex coveralls and millennium CBRN gas masks as required for the response to the train derailment in Paulsboro on November 30, 2012; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one (1) year from February 21, 2013 to February 20, 2014.
2. **COMPENSATION.** Contractor shall be compensated in accordance with the unit prices as set forth in its invoices as submitted for required emergency equipment.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Prices Quoted.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Prices Quoted, and all applicable laws, statutes, regulations, rules and ordinances.

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or

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

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

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

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

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

period during which the County is so prevented.

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Invoices, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the

Specifications, and the Invoices, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of **February 20, 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:

ARAMSCO, INC.

BY: _____

(Please Print Name)

(Please Print Title)

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

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

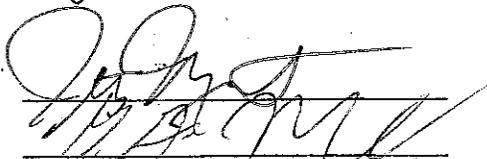
1. AN EMERGENCY CONDITION EXISTS IN Emergency Response Center
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON November 30, 2012 at 07:03 hrs.
(DATE) (TIME)
3. THE NATURE OF THE EMERGENCY IS:
TRAIN DERAILMENT IN PAULSBORO
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE. REPORTED RELEASE OF VINYL CHLORIDE
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 107,124.00
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DATED



SIGNATURE OF DEPT. HEAD

PURCHASING AGENT



COUNTY ADMINISTRATOR

APPROVED

FOR PURCHASING DEPARTMENT ONLY:

1. IF APPROVAL IS GRANTED, RECORD THE PURCHASE ORDER (S) ISSUED PURSUANT TO THE EMERGENCY _____
2. THE MAXIMUM AMOUNT THAT MAY BE EXPENDED UNDER THIS EMERGENCY IS \$ _____

Invoice



www.aramco.com

REMIT TO:
 PO Box 8500
 Lock Box #3956
 Philadelphia PA 19178-3956

INVOICE DATE	INVOICE NUMBER
12/06/12	S1901439.001
Accounts Receivable: Tina Belbin tbelbin@aramco.com 856-686-7757	PAGE NO: 1

BILL TO:
 GLOUCESTER COUNTY
 PURCHASING DEPT
 PO BOX 337
 WOODBURY, NJ 08096-7337

SHIP TO:
 GLOUCESTER COUNTY OEM
 212 COUNTY HOUSE RD
 ATTN: JACK DEANGELO
 CLARKSBORO, NJ 08020-1395

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SHIP PERSON			
10428 - 200887	JACK (PAULSBORO SPL)	A81357	Patti Kalkanid			
ORDERED BY	SHIP FROM	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
	NJTH	LOCAL	NET 30 DAYS	12/06/12	12/05/12	
ITEM #	DESCRIPTION	TC	ORDER QTY	SHIP QTY	UNIT PRICE	EXT. PRC
52817	MSA 10051287-MD MILLENNIUM CBRN GAS MASK WITHOUT CANISTER, SIZE MEDIUM		50ea	50ea	395.720/ea	19786.00
52818	MSA 10051288-LG MILLENNIUM CBRN GAS MASK WITHOUT CANISTER, SIZE LARGE **** Item Not Returnable ****		50ea	50ea	395.720/ea	19786.00
52686	MSA 10046570 CBRN CANISTER FOR MILLENNIUM / ULTRA ELITE MASK **** Item Not Returnable ****		1000ea	1000ea	52.600/ea	52600.00
Signature: _____ Date: _____ Printed Name: _____ # Items: _____						

Subtotal	92172.00
S&H CHGS	3.10
Sales Tax	0.00
Pay/Adj	0.00
Amount Due	92175.10

Invoice is due by 01/05/13.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable.
 Terms of sales are available at www.aramco.com/terms

** Reprint ** Reprint ** Reprint **

Invoice



www.aramco.com

REMIT TO:
 PO Box 8500
 Lock Box #3956
 Philadelphia PA 19178-3956

INVOICE DATE	INVOICE NUMBER
12/04/12	S1900831.001
Accounts Receivable: Tina Belbin tbelbin@aramco.com 856-686-7757	PAGE NO. 1

BILL TO:
 GLOUCESTER COUNTY
 PURCHASING DEPT
 PO BOX 337
 WOODBURY, NJ 08096-7337

SHIP TO:
 GLOUCESTER COUNTY OEM
 212 COUNTY HOUSE RD
 ATTN: JACK DEANGELO
 CLARKSBORO, NJ 08020-1395

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SAC/PERSON			
10428 - 200887	VERBAL JACK		Patti Kalkanid			
ORDERED BY	SHIP FROM	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
	NJTH	REP TO DELIVER	NET 30 DAYS	12/04/12	12/04/12	
ITEM #	DESCRIPTION	IC	ORDER QTY	SHIP QTY	UNIT PRICE	EXT. PR.
22003	NAVY BLUE 4.5 OZ NOMEX COVERALL, SIZE XLARGE, 46 - 48		10ea	10ea	103.400/ea	1034.00
22002	NAVY BLUE 4.5 OZ NOMEX COVERALL, SIZE LARGE, 42 - 44		11ea	11ea	103.400/ea	1137.40

Signature: _____ Date: _____
 Printed Name: _____ # Items: _____

Subtotal	2171.40
S&H CHGS	0.00
Sales Tax	0.00
Pay/Adj	0.00
Amount Due	2171.40

Invoice is due by 01/03/13.
 All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable.
 Terms of sales are available at www.aramco.com/terms

** Reprint ** Reprint ** Reprint **

Invoice



www.aramsco.com

REMIT TO:
 PO Box 8500
 Lock Box #3956
 Philadelphia PA 19178-3956

INVOICE DATE	INVOICE NUMBER
12/04/12	S1900601.001
Accounts Receivable: Tina Belbin tbelbin@aramsco.com 856-686-7757	PAGE NO. 1

BILL TO:
 GLOUCESTER COUNTY
 PURCHASING DEPT
 PO BOX 337
 WOODBURY, NJ 08096-7337

SHIP TO:
 GLOUCESTER COUNTY OEM
 212 COUNTY HOUSE RD
 ATTN: JACK DEANGELO
 CLARKSBORO, NJ 08020-1395

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON			
10428 - 200887	VERBAL JACK	A81357	Patti Kalkanid			
ORDERED BY	SHIP FROM	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
	NJTH SALES DELIVER		NET 30 DAYS	12/04/12	12/03/12	
ITEM #	DESCRIPTION	QTY	ORDER QTY	SHIP QTY	UNIT PRICE	EXT. PPS
52817	MSA 10051287-MD MILLENNIUM CBRN GAS MASK WITHOUT CANISTER, SIZE MEDIUM	10ea		10ea	387.040/ea	3870.40
52818	MSA 10051288-LG MILLENNIUM CBRN GAS MASK WITHOUT CANISTER, SIZE LARGE **** Item Not Returnable ****	10ea		10ea	387.040/ea	3870.40
52686	MSA 10046570 CBRN CANISTER FOR MILLENNIUM / ULTRA ELITE MASK **** Item Not Returnable ****	100ea		100ea	50.370/ea	5037.00
					Subtotal	12777.80
					S&H CHGS	0.00
					Sales Tax	0.00
					Pay/Adj	0.00
					Amount Due	12777.80

Signature:  Date: 12/4/12
 Printed Name: # Items

Invoice is due by 01/03/13.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable.
 Terms of sales are available at www.aramsco.com/terms

** Reprint ** Reprint ** Reprint **

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

Certificate of Availability of Funds

TREASURER'S NO. 13-01450 DATE 2/14/13

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Communications
2-01-35-470-001-20201

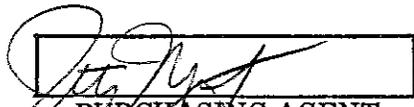
AMOUNT OF CERTIFICATION \$107,124.30 COUNTY COUNSEL Tom Campo

DESCRIPTION: Emergency purchase of Gas Masks + Cannisters, + Nomex Coveralls, In reference to train Derailment in Paulsboro

VENDOR: AramSCO

ADDRESS: 1480 Grandview Ave
PO Box 29
Thorofare, NJ 08086


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 2-14-13

2/20/13
Freeholder
Meeting

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RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH PICTOMETRY INTERNATIONAL FOR DIGITAL AERIAL IMAGERY AND FOR THE PURCHASE OF CHANGFINDR SOFTWARE TO BE USED BY THE DEPARTMENT OF EMERGENCY RESPONSE AND TAXATION DEPARTMENT, FROM GSA CONTRACT # GS-35F-801N, IN AN AMOUNT NOT TO EXCEED \$200,000.00

WHEREAS, the County of Gloucester executed a license agreement in 2008 and renewed said agreement for a two year period in 2010 for the provision of digital aerial imagery and for the purchase of ChangeFindr software from Pictometry International Corp with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 for use by the Departments of Emergency Response and Taxation; and

WHEREAS, the County determined there is a need to purchase an additional two year agreement in an amount not to exceed \$200,000.00 with Pictometry International from February 21, 2013 to February 20, 2015; and

WHEREAS, the County will be using Homeland Security Funds, in the amount of \$134,644.00, for this purchase and can therefore use GSA contract # GS-35F-0801N for said purchase; and

WHEREAS, the contract shall be for an estimated units of service, for an amount not to exceed \$200,000.00. 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 Freeholder Director and Clerk of the Board be and are hereby authorized to execute a License Agreement between the County of Gloucester and Pictometry International for the purchase of ChangeFindr software from Pictometry International Corp., from February 21, 2013 to February 20, 2015, in an amount not to exceed \$200,000.00.

BE IT FURTHER RESOLVED, this resolution and authorization to execute an agreement with Pictometry International is conditioned upon Pictometry International agreeing to deletions and additions to the License Agreement as specified by the Legal Department of Gloucester County, if the changes are not acceptable this resolution will become null and void and no agreement will be signed.

BE IT FURTHER RESOLVED, that the authorization to execute a new License Agreement for 2013 is conditioned upon available funding for the Department of Emergency Management and the Department of Taxation.

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, State of New Jersey held on Wednesday, February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**AGREEMENT BETWEEN PICTOMETRY
INTERNATIONAL CORP. AND GLOUCESTER
COUNTY, NJ**

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1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute the "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to the Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising the Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions, License Terms in order as listed above under the heading 'Section B: License Terms', and Order Form.
3. All notices under the Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1200 N. Delsea Drive	100 Town Centre Drive, Suite A
Clayton, NJ 8312	Rochester, NY 14623
Attn: J.Thomas Butts,	Attn: Contract Administration
Phone: (856)307-7100 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. The Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under the Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under the Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under the Agreement.
5. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to the Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to the Agreement.
6. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
7. In the event that any of the provisions of the Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of the Agreement shall remain in full force and effect.
8. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities,

fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

9. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of the Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

"CUSTOMER"	"PICTOMETRY"
NAME:	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware Corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C125979

BILL TO
Gloucester County, NJ
J.Thomas Butts
1200 N. Delsea Drive
Clayton, NJ 8312
(856)307-7100
tbutts@co.gloucester.nj.us

SHIP TO
Gloucester County, NJ
J.Thomas Butts
1200 N. Delsea Drive
Clayton, NJ 8312
(856)307-7100
tbutts@co.gloucester.nj.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117872	ahcpp	Biennial

US GSA CONTRACT #	35F-080IN
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QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Change Analysis Enterprise-wide License	Perpetual Enterprise-wide License of Change Analysis.	\$15,000.00	\$0.00 (100%)	\$0.00
90612	ChangeFindr - Bldg Outlines with Client's Electronic Parcel Files	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery – the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.30		\$27,183.60
115558	ChangeFindr - Change Detection with Client's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. Note that shifting or redrawing existing building vector data (i.e. not created per this Order) to fit the latest imagery is not a part of the Change Detection service. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.30		\$34,667.40
1	E-911 Interface - Unlimited Seats in all PSAPS	Perpetual License. Product enables system interface but does not cover the actual integration. Licensee must engage third party to provide this integration.	\$15,000.00	\$0.00 (100%)	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
392	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line:	\$75.00		\$29,400.00

		0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.			
198	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00		\$89,100.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
392	Mosaic - Area Wide (1m GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MRSID area-wide mosaics of 1-meter GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$0.50		\$196.00
198	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$2.00		\$396.00
198	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$2.00		\$396.00
392	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MRSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$0.50		\$196.00
392	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$0.50		\$196.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry Connect Desktop-10	Pictometry Connect Desktop-10 provides 10 users the ability to login and access Pictometry-hosted imagery licensed to the customer through a desktop application with Pictometry Extension software. Includes unlimited access to licensed imagery only. Term is as listed below and begins from the date of activation. Separate Pictometry Desktop Extension software is required. License Term: 2 Year(s)	\$1,200.00		\$1,200.00
1	Pictometry Connect-100	Pictometry Connect-100 provides 100 users the ability to login and access Pictometry-hosted imagery licensed to the customer via a web application or server based integration. The default deployment for this account is through Pictometry Online. Term is as listed below and begins from date of activation. Includes unlimited access to Pictometry-hosted imagery licensed to the customer only. License Term: 2 Year(s)	\$6,000.00	\$3,000.00 (50%)	\$3,000.00
1	Pictometry for ArcGIS Desktop - Connect	Includes one installation of Pictometry for ArcGIS Desktop. Pictometry for ArcGIS Desktop is a software extension that is installed on a desktop and allows a valid Pictometry User to consume oblique and orthogonal imagery within the ArcGIS Desktop workspace. Current versions support ArcMap 9.3, ArcMap 10.0 and ArcMap 10.1. Requires a Pictometry Connect Desktop account.	\$495.00		\$495.00
1	Pictometry for ArcGIS Server	Pictometry for ArcGIS Server is a server based widget that is installed on a customers ArcGIS server and allows users with a valid Pictometry Connect Account to access oblique and orthogonal imagery within their server based environment. Current versions include support for Flex and Silverlight for ArcGIS Server. Requires a Pictometry Connect Account.	\$1,990.00		\$1,990.00
198	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to license agreement for additional details.	\$20.00		\$3,960.00

392	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to license agreement for additional details.	\$10.00		\$3,920.00
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Thank you for choosing Pictometry as your service provider. **TOTAL** \$196,495.00

¹Amount per product = ((1-Discout %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are in expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within sixty (60) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$49,123.75
Due at Shipment of Imagery	\$49,123.75
Due at First Anniversary of Shipment of Imagery	\$98,247.50
Total Payments	\$196,495.00

PRODUCT PARAMETERS

IMAGERY

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: JPG
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format: JPG
Units: Feet
Elevation Source: Pictometry on File
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

CHANGEFINDER

Product: ChangeFindr - Bldg Outlines with Client's Electronic Parcel Files
Data Source -- Base: Pictometry Imagery
Imagery Capture Year -- Base: 2010
Data Source -- Comparison: Pictometry Imagery
Imagery Capture Year -- Comparison: 2013
Deck Identification: Marked with a Point
Length of Sides Option Selected: Yes
Coordinate System of Parcels/Deliverable: US State Plane, NJ, NAD83, Feet
Regional Status Report Requested: Yes
Special Instructions: THIRD DATA SOURCE: Outlines from 2010 partial ChangeFindr project.
 Incremental delivery required - North to South.

Product: ChangeFindr - Change Detection with Client's Electronic Parcel Files
Data Source -- Base: Pictometry Imagery
Imagery Capture Year -- Base: 2010
Data Source -- Comparison: Pictometry Imagery
Imagery Capture Year -- Comparison: 2013
Deck Identification: Marked with a Point
Length of Sides Option Selected: Yes
Coordinate System of Parcels/Deliverable: US State Plane, NJ, NAD83, Feet
Regional Status Report Requested: Yes
Special Instructions: THIRD DATA SOURCE: Outlines from 2010 partial ChangeFindr project.
 Incremental delivery required - North to South.

CONNECT

Product: Pictometry Connect-100
Admin User: J.Thomas Butts
Admin User Email: tbutts@co.gloucester.nj.us
Requested Activation: On signing
Geofence: NJ Gloucester
Special Instructions:

CONNECT-SERVER INTEGRATION

Product: Pictometry for ArcGIS Server
Server Integration: Flex 3.0 (Internal Only)
Special Instructions:
Technical Contact: J.Thomas Butts
Company Name: Gloucester County, NJ
Phone Number: (856)307-7100
Email Address: tbutts@co.gloucester.nj.us

CONNECT-DESKTOP

Product: Pictometry Connect Desktop-10
Names of User(s): Login Email Address for User(s):
J.Thomas Butts tbutts@co.gloucester.nj.us
Geofence:
Requested Activation:
Special Instructions:

CONNECT-DESKTOP SOFTWARE

Product: Pictometry for ArcGIS Desktop - Connect
Desktop Application: ArcMap 10
Special Instructions:

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

A. Disaster Coverage Imagery at No Additional Charge – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:

- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)

B. Software – Use of Pictometry Change Analysis™ – Pictometry's EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry and the County as confidential and contains substantial trade secrets of Pictometry and the County. Pictometry and the County agrees that they will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to each in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. MISCELLANEOUS PROVISIONS

- 6.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 6.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

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- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
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- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

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- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
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- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

the parties specifically consent and agree that the courts of the State of New Jersey or, in the alternative, the Federal Courts located in the State of New Jersey shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Gloucester County, New Jersey or the U.S. District Court of New Jersey, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

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[END OF SOFTWARE LICENSE AGREEMENT]

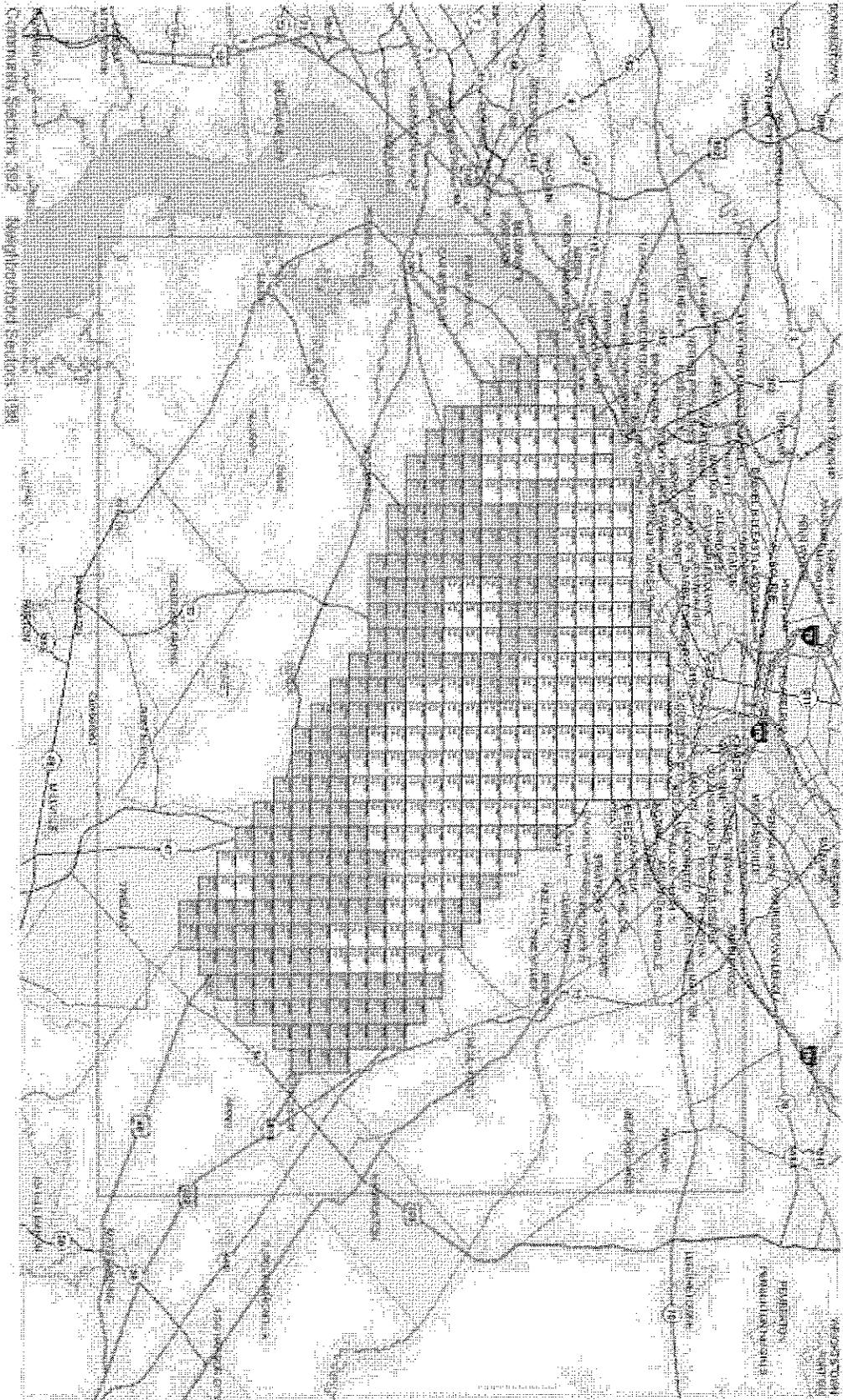
SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR IVIAP



C1

RESOLUTION ESTABLISHING THE SPEED LIMIT ON COUNTY ROUTE 605, WOODSTOWN ROAD AND KINGS HIGHWAY, IN THE TOWNSHIPS OF WOOLWICH AND SOUTH HARRISON, AND BOROUGH OF SWEDESBORO

WHEREAS, The speed limit along County Route 605 (Woodstown Rd., Kings Highway in the Townships of Woolwich and South Harrison, Borough of Swedesboro, County of Gloucester, State of New Jersey has been reviewed by the County Engineer and assigned Engineering Project #TC-02-605; and

WHEREAS, the County Engineer recommends the speed limit be reduced in certain areas; and

WHEREAS, the County Engineer has investigated the circumstances and it appears to the County Engineer that it is in the interest of safety and the expedition of traffic on the public highways and conforms to the current standards prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways; and

WHEREAS, pursuant to N.J.S.A. 39:4-8 (b) (2) this action is consistent with the current standards prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways and does not require approval of the Commissioner of the New Jersey Department of Transportation.

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

SECTION 1. The Speed Limit for both directions of traffic along County Route 605 and the Woodstown/and Kings Hwy. in the Townships of Woolwich and South Harrison and the Borough of Swedesboro, shall be:

ZONE 1: 50 MPH between the Salem County – Gloucester County line at Oldman’s Creek to the center of Ogden Road.

ZONE 2: 35 MPH between the center of Ogden Road to 600 feet south of the intersection at a roundabout with Salem Avenue/Ferry Road (CR620).

ZONE 3: 30 MPH between 600 feet south of the intersection of a roundabout with Salem Avenue/Ferry Road (CR620) and the intersection of Lake Avenue (CR694) except 25 MPH when passing through the Walter H. Hill School zone during recess when the presence of children is clearly visible from the roadway or while children are going to or leaving school, during opening or closing hours.

SECTION 2: Regulatory and warning signs shall be erected and maintained to effect the above designated speed zone limits as recommended by the County Engineer.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 20, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

CR

**RESOLUTION ESTABLISHING THE SPEED LIMIT ON COUNTY ROUTE 620
(KINGS HWY./SALEM AVE./FERRY RD./CENTER SQUARE RD.) IN WOOLWICH
TOWNSHIP AND THE BOROUGH OF SWEDESBORO**

WHEREAS, The speed limit along County Route 620 (Kings Hwy/Salem Ave./Ferry Rd.) in the Townships of Logan and Woolwich, and the Borough of Swedesboro, County of Gloucester, State of New Jersey has been reviewed by the County Engineer and assigned Engineering Project #TC-02-620, and,

WHEREAS, the County Engineer recommends the speed limits be reduced in certain areas; and

WHEREAS, the County Engineer has investigated the circumstances and it appears to the County Engineer that it is in the interest of safety and the expedition of traffic on the public highways and conforms to the current standards prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways; and

WHEREAS, pursuant to N.J.S.A. 39:4-8 (b) (2) this action is consistent with the current standards prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways and does not require approval of the Commissioner of the New Jersey Department of Transportation.

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

SECTION 1. The Speed Limit for both directions of traffic along County Route 620 (Kings Hwy/Salem Ave/Ferry Rd.) in the Townships of Logan, Woolwich and the Borough of Swedesboro shall be:

ZONE 1: 45 mph from the Salem County – Gloucester County line to Oldmans Creek Road formerly called Porchtown-Harrisonville Road (CR 602).

ZONE 2: 40 mph from Oldmans Creek Road formerly called Porchtown-Harrisonville Rd. (CR602) to 2800' north of County Route 602.

ZONE 3: 45 mph from 2800 ft. / north of County Route 602 to Ogden Road.

ZONE 4: 35 mph from Ogden Road to 600 feet south of the intersection of a roundabout with Woodstown Road/Kings Highway (CR605).

ZONE 5: 30 mph from 600 feet south of the intersection of a roundabout with Woodstown Road/Kings Highway (CR605) 600 ft. north of said intersection on the Ferry Rd./Center Square Road portion of CR 620.

ZONE 6: 45 mph from 600 ft. north of the intersection at a roundabout with Woodstown Road/Kings Highway/(CR605) on the Ferry Road/Center Square Road portion to CR 620.

ZONE 7: 40 mph from 1,000 feet east of Township Line Road to Heron Drive.

ZONE 8: 45 mph from Heron Drive to Crown Point Road (Route US 130).

SECTION 2: Regulatory and Warning signs shall be erected and maintained to effect the above designated speed zone limits as recommended by the County Engineer.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 20, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK