

AGENDA

7:30 p.m. Wednesday, June 25, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from June 11, 2014.

P-1 Proclamation in Recognition of Amber Lundy recipient of the 2014 Paulsboro High School Brotherhood Award on May 16, 2014. (Chila) (Previously presented)

P-2 Proclamation in Honor and Recognition of Vietnam Veterans Remembrance Day, March 29, 2014 (Chila) (Previously presented)

PUBLIC HEARING

PUBLIC HEARING ON THE POSSIBLE ACQUISITION OF BLOCK 400, LOT 3 IN THE TOWNSHIP OF DEPTFORD AND BLOCK 173, LOT 4 IN THE TOWNSHIP OF MANTUA, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

The County is considering joint participation in the acquisition of the property owned by Maple Ridge GIBG, LLC, known as Block 400, Lot 3, Township of Deptford and Block 173, Lot 4, Township of Mantua, (hereinafter "the property"), through the Open Space Preservation Program. The proposed acquisition of the property is a cooperative endeavor by the County, the State of New Jersey, the Township of Mantua, and the South Jersey Land Trust. The landowners have agreed to the State's offer of \$3,233,500.00, and the proposed acquisition of the property will be funded amongst the following parties: the State of New Jersey/Green Acres Program shall contribute \$983,500.00; the County shall contribute \$1,650,000.00 (the County will be eligible for a matching grant in the amount of \$825,000.00 towards its cost-share contribution from Green Acres; Mantua Township shall contribute \$250,000.00 (The Township will obtain a matching grant in the amount of \$50,000.00 towards its cost-share contribution from Green Acres); and the South Jersey Land Trust shall contribute \$350,000.00 (The Trust will be eligible for a matching grant in the amount of \$175,000.00 towards its cost-share contribution from Green Acres). Once settlement has occurred all interested parties will deed any respective interests in the property to the State of New Jersey, Department of Environmental Protection. This property is approximately 110.47 acres in size and will be utilized as a natural area. The County of Gloucester will enter into a Management Use Agreement with the State of New Jersey/Green Acres Program, and then in turn will sign an agreement with Mantua Township who will be responsible for the maintenance of the property. In order to proceed with the preservation process a public hearing must be conducted on the County's participation in the proposed acquisition of the property. This public hearing was scheduled via a resolution approved by the Board of Chosen Freeholders on May 21, 2014. Pending Freeholder approval, the required professional work (survey, title, and environmental testing) will commence after the Agreements of Sale is executed by all parties. Once all professional work is addressed settlement on the property can be scheduled, which all parties will work to ensure occurs as expediently as possible.

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, DOMINIC CAMA v. GLOUCESTER COUNTY, C.P. NO. 2009-27511.

This matter involves claims made under the New Jersey Workers' Compensation statute, wherein County employee Dominic Cama (*Petitioner*) alleged work-related injuries. This resolution will authorize settlement in the amount of **\$25,090.00** under Section 20, as per the recommendation of the County's workers' compensation attorney, Prudence Higbee of Capehart & Scatchard. Petitioner alleges injuries which occurred during the course of employment due to a motor vehicle accident. Pursuant to N.J.S.A. 34:15-128.3a the matter is being resolved. The Petitioner is represented by Seth Shaine, Esquire.

A-2 RESOLUTION AUTHORIZING INSTITUTION OF LITIGATION WITHIN SPECIAL CIVIL PART AND SMALL CLAIMS IN CASES INVOLVING LESS THAN \$15,000.00.

This Resolution specifically authorizes the institution of litigation against Mercury Indemnity Company of America and its insured Paul J. Agresti, III. Suit will be filed in County Special Civil Part Court to recover \$6,160.35 in damages to a County owned traffic signal. This Resolution further provides that all future

litigation for recovery of damages falling within Special Civil Part Court and Small Claims monetary limits (\$15,000.00 or less) may be undertaken at the discretion of County Counsel as authorized by this Resolution.

A-3 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

DRUNK DRIVING ENFORCEMENT FUND - \$15,000.00

These funds are available from surcharges collected as a result of drunken driving convictions. They will allow the Gloucester County Prosecutor's Office to purchase equipment to assist in enforcing the driving while under the influence laws.

SOCIAL SERVICES FOR THE HOMELESS - \$402,078.00

The purpose of this program is to provide shelter, emergency food, prevention, case management and 24 hour response to homeless and at risk of homelessness to low income residents that are ineligible for general assistance. Funding for these services has increased as the demand for these services continue to increase due to the hard economic times.

SPECIAL CHILD HEALTH CASE MANAGEMENT - \$170,064.00

These funds will be used to provide case management for the residents and parents of children from birth to 21 years of age who have health and developmental needs. This program aims to satisfy eleven objectives that range from Outreach Services, Access to Medical Care, to Staffing to Cultural Sensitivity. As caseloads continue to increase funding for this program has only slightly increased in the past few years.

SENIOR FARMERS MARKET NUTRITION PROGRAM - \$1,500.00

This grant will allow the Division of Senior Services to maintain and defray the costs of service delivery of the Senior Farmers Market Nutrition Program. This funding will be used to help cover the salaries of employees responsible for the delivery of vouchers provided by the State of New Jersey. The vouchers will be distributed to low income seniors who reside in Gloucester County to use at various farm markets throughout the County.

WORKFORCE INVESTMENT ACT - \$2,155,207.00

The purpose of the Workforce Investment Act program is to provide activities that will increase the job retention and earnings of participants and increase the occupational skill attainment by participants. This will improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of the economy. Funding for this program has been steadily increasing as the need for this valuable program continues to increase. These funds will be used to enroll economically disadvantaged adults, dislocated workers and youth into demand occupation training programs. This program will also provide services to "at risk" youth by providing GED training, pre-vocational skills and on-site work experience.

COUNTY MENTAL HEALTH ADMINISTRATOR - \$12,000.00

These funds will be used to pay a portion of the salary of the County's Mental Health Administrator. The Mental Health Administrator provides direct services to clients and families on a 24 hour on call basis including emergency outreach, advocacy and case management. There can be an average estimated 1,200 cases within any calendar year. Funding for this program has remained at the current level since 2010.

CLEAN COMMUNITIES GRANT - \$116,628.00

The purpose of this program is to reduce litter on public property and increase recycling efforts throughout Gloucester County. The program will be administered through the Gloucester County Improvement Authority.

A-4 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JUNE 2014.

The Treasurer of Gloucester County submits the bill lists for June for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the lists. Checks will be mailed June 26, 2014.

A-5 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FOR IMPROVEMENTS TO A PARKING LOT.

This Resolution authorizes a Shared Services Agreement with Gloucester County Institute of Technology for the improvements to a parking lot. The GCIT shall pay the County to perform the improvements. The following is a break out of the estimated quantities and cost for the work at GCIT:

Micro Paving	\$70,000.00	\$70,000.00
Paving:	450 tons @ \$60.00 / ton	\$27,000.00
Milling:	3400 SY @ \$ 1.50 / SY	\$ 5,100.00
Curbing:	1000 LF @ \$48.00 / LF	\$48,000.00
Sidewalk:	60 SY @ \$61.00 / SY	\$ 3,660.00
Striping:	\$25,000.00	\$25,000.00
Site Plan:	\$10,000.00	\$10,000.00

Fuel Cost:	\$3,000.00	\$ 3,000.00
Contingency:	\$10,000.00	\$10,000.00
	Total	\$201,760.00

A-6 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT #A83453, INDEX #T-2581. In accordance with N.J.S.A. 40A:11-36 a governing body is permitted to sell property no longer needed for public use, and the County of Gloucester has such property available. The sale of the County’s surplus property is being conducted pursuant to Local Finance Notice 2008-9 utilizing GovDeals Online Auctions via State Contract #A83453 /T2581.

A-7 RESOLUTION APPROVING A CONTRACT WITH STORAGE ENGINE, INC. FOR ANNUAL LICENSE FEES AND MAINTENANCE ON THE COUNTY’S LASERFICHE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM FROM JULY 7, 2014 TO JULY 6, 2015 FOR A TOTAL AMOUNT OF \$28,629.20.

This Resolution approves the Laserfiche Software Assurance Plan (LSAP) provided through Storage Engine, Inc. (One Sheila Drive, Bldg. 6-A, Tinton Falls, NJ 07724) which allows the IT Department to deploy the latest upgrades, patches and technical support required to keep the Laserfiche Platform optimized to its fullest potential from July 7, 2014 to July 6, 2015 for a total amount of \$28,629.20. Together the three servers that require their support are the Laserfiche Server, Laserfiche SQL Server and the Laserfiche Web Server. These servers allow any user within the county facilities entry into the county data files that are available to assist with OPRA requests.

A-8 RESOLUTION APPOINTING MEMBERS TO THE LOCAL CITIZENS ADVISORY BOARD OF TRANSPORTATION.

The Local Citizens Advisory Board of Transportation provides valuable services to the Board of Chosen Freeholders and the County of Gloucester and the Board of Chosen Freeholders desires to appoint two members to the Board. Therefore, the Freeholders hereby authorize the appointments of Salvatore Barbuto as a regular member and Theresa Ziegler as an alternate member for the term ending December 31, 2014.

A-9 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH APPLE COUNSELING SERVICES, LLC FOR THE PROVISION OF PROFESSIONAL EMPLOYEE ASSISTANCE TO BENEFIT COUNTY EMPLOYEES FROM JUNE 26, 2014 TO JUNE 25, 2015 IN AN AMOUNT NOT TO EXCEED \$25,000.00.

This will authorize and approve a contract between the County and Apple Counseling Services, LLC, for the provision of professional Employee Assistance to benefit County employees (RFP #014-030) from June 26, 2014 to June 25, 2015 in an amount not to exceed \$25,000.00.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT AND MAINTENANCE CONTRACT ON THE CASSIDIAN 9-1-1 TELEPHONE EQUIPMENT AND EXECUTION OF SERVICE AGREEMENT WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83925, IN THE TOTAL AMOUNT OF \$73,685.84, FROM JULY 29, 2014 TO JUNE 28, 2015.

The software and hardware support will cover the 9-1-1 telephone equipment system located at our Clayton and Clarksboro locations.

B-2 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO BAY HEAD INVESTMENT, INC. dba VCI EMERGENCY VEHICLE SPECIALIST, FOR THE PURCHASE OF THREE (3) 2014 DODGE/FREIGHTLINER TYPE III SPRINTER AMBULANCES (OR APPROVED EQUAL), FOR A TOTAL CONTRACT AMOUNT OF \$404,514.51.

It is necessary to periodically purchase new replacement ambulances for the EMS Fleet. The Purchasing Department sent out a bid request PD-014-013 and it is recommended that the contract be awarded to Bay Head Investment, Inc. dba VCI Emergency Vehicle Specialist. This contract is for the purchase of three (3) 2014 Dodge/Freightliner Type III Sprinter Ambulances (or approved equal), for a total contract amount of \$404,514.51.

B-3 RESOLUTION AUTHORIZING THE PURCHASE FROM MOTOROLA SOLUTIONS, INC. FOR THE PROVISION AND CONSTRUCTION OF A 700 MHz P25 PUBLIC SAFETY RADIO NETWORK AND ACCOMPANYING SUBSCRIBER UNITS, THROUGH STATE CONTRACT #A83909, IN AN AMOUNT NOT TO EXCEED \$13,929,328.00, FROM JUNE 25, 2014 TO JUNE 24, 2016.

This resolution authorizes the purchase from Motorola Solutions, Inc. for the provision and construction of a 700 MHz P25 Public Safety Radio Network and accompanying subscriber units to be distributed to our first responder organizations (portable & mobile radios), through State Contract #A83909, in an amount not to exceed \$13,929,328.00, from June 25, 2014 to June 24, 2014.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS****FREEHOLDER SIMMONS
FREEHOLDER CHRISTY****C-1 RESOLUTION APPROVING A CONTRACT WITH PIONEER TRUCK SALES CORPORATION FOR TRANSMISSION OVERHAULS ON COUNTY AUTOMOBILES AND TRUCKS IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR FROM JULY 25, 2014 TO JULY 24, 2016.**

This Resolution approves a contract with Pioneer Truck Sales Corporation (106 Sewell Road, Sewell, NJ 08080) for transmission overhauls on County owned automobiles and trucks, which include Ford, Chevrolet, Chrysler and Allison as per PD #014-015. This Contract is for a two (2) year term from July 25, 2014 to July 24, 2016 with the County reserving an option to extend the contract for one (1) two year term or two (2) one year terms in an amount not to exceed \$25,000.00 for each contract year.

DEPARTMENT OF EDUCATION**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO****DEPARTMENT OF HEALTH &
HUMAN SERVICES****FREEHOLDER TALIAFERRO
FREEHOLDER BARNES****E-1 RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE COUNTY DIVISION OF SOCIAL SERVICES TO ASSIST IN THE ADMINISTRATION OF NEW JERSEY'S MEDICAL ASSISTANCE PROGRAMS WITHIN THE COUNTY, INCLUDING MEDICAID AND CHILDREN'S HEALTH INSURANCE PROGRAMS.**

This Resolution authorizes the County to enter into a Memorandum of Understanding with the New Jersey Department of Human Services (DHS) to assist DHS in administering New Jersey's medical assistance programs within the county, including Medicaid and Children's Health Insurance Programs. DHS is permitted by federal and state regulations to delegate the authority to make eligibility determinations to government agencies, and the County Division of Social Services (DSS) is responsible for performing various functions, including eligibility determinations, in order to assist the DHS in administering the programs. DHS is requiring that the County execute a Memorandum of Understanding in order to memorialize the responsibilities and procedures for administering New Jersey's medical assistance programs. DHS is requiring that all counties enter into such an MOU. Pursuant to federal regulations, termination of the MOU is within the sole discretion of the DHS.

E-2 RESOLUTION AUTHORIZING EXECUTION OF ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR RENEWAL OF STATE REIMBURSEMENT OF A PART OF THE COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY

This Resolution authorizes submission of a request for renewal of funding for reimbursement of part of the County Mental Health Administrator's salary pursuant to State Community Mental Health Services Regulation N.J.A.C. 10:37-3.8. The New Jersey Division of Mental Health and Addiction Services annually provides reimbursement of 75% of Administrator's salary up to a maximum of \$12,000.00. The period of reimbursement will be from July 1, 2014 to June 30, 2015, and will be paid on a quarterly basis contingent on the County meeting the requirements of New Jersey's Mental Health Services Regulations.

E-3 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR RENEWAL OF THE LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT FROM JULY 1, 2014 TO JUNE 30, 2015 IN AN AMOUNT NOT TO EXCEED \$273,535.00.

This Resolution is authorizing the Freeholder Director to sign any and all documents necessary to apply for Local Core Capacity for Public Health Emergency Preparedness Grant (BT Grant) from July 1, 2014 to June 30, 2015 for \$273,535.00. These funds will enhance the County Health Department's ability to prepare and respond to bio-terrorism, outbreaks of infectious diseases, and other public health threats and emergencies through a Grant renewal

E-4 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO SIGN A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS.

This Resolution authorizes the Freeholder Director to sign a certification of debarment so that the County may receive federal funding for the administration and case management of various Work First New Jersey programs, which are administered by the Division of Social Services. The State Department of Human Services, Division of Family Development, which allocates the funds, has informed the Division of Social Services that, as part of the funding allocation process, the County is required by federal regulations to sign a certification of debarment, formally entitled "Certification regarding Department, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," stating that neither the County nor its principals are prohibited by the federal government from participating in the transaction.

E-5 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" IN THE AMOUNT OF \$1,500.00 FROM JULY 1, 2014 TO SEPTEMBER 30, 2014 FOR THE PURPOSE OF PROVIDING SERVICES TO THE SENIOR FARM MARKET NUTRITION PROGRAM

This Resolution authorizes grant funding of \$1,500.00, which will enable WIC services to enhance the lives of the low-income senior citizens of New Jersey. The Resolution also authorizes the grant funding for the Division of Senior Services to maintain service and defray the cost of delivery of the Senior Farmer's Market Nutrition Program, enabling the Division of Senior Services to continue to provide Farm Market Vouchers to low income seniors, residing in Gloucester County.

E-6 RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT FOR SUPPLY OF PAPER PRODUCTS TO THE DEPARTMENT OF SENIOR SERVICES FOR NUTRITION PROGRAMS, AS PER PD-014-18, FROM JULY 25, 2014 TO JULY 24, 2016, TO (1) CAMDEN BAG AND PAPER FOR AN AMOUNT NOT TO EXCEED \$25,000.00 AND (2) TO OFFICE BASICS FOR AN AMOUNT NOT TO EXCEED \$15,000.00.

This Resolution authorizes award of a split contract, as per Bid Specification (PD #014-18), for the supply and delivery of paper products for the Division of Senior Services Nutrition & Serv-a-Tray Programs with (1) Camden Bag & Paper Company Inc, 114 Gaither Drive, Mt. Laurel 08054, for an amount not to exceed \$25,000.00, and (2) Office Basics, 22 Creek Circle, Boothwyn, PA 19061, for an amount not to exceed \$15,000.00, from July 25, 2014 to July 24, 2016.

E-7 RESOLUTION AUTHORIZING APPLICATION TO THE STATE DEPARTMENT OF COMMUNITY AFFAIRS FOR THE RECREATIONAL OPPORTUNITIES ACT GRANT FROM JULY 1, 2014 TO JUNE 30, 2015, IN THE AMOUNT OF \$24,000.00, WHICH INCLUDES A CASH MATCH OF \$4,000.00.

This Resolution authorizes a Grant Application to the New Jersey Department of Community Affairs for the Recreational Opportunities Act Grant, in the total amount of \$24,000.00, which includes a County cash match of \$4,000.00, from July 1, 2014 to June 30, 2015. Because this grant includes a local match cash requirement of 20%, the County must appropriate \$4,000.00 for the \$20,000.00 awarded by the State. This Grant will enable the Department of Health, Senior and Disability Services, Division of Disability Services to provide a planned program of leisure activities to our residents who are blind and visually impaired.

E-8 RESOLUTION AUTHORIZING THE FILING OF A JOINT APPLICATION TO NJ TRANSIT FOR THE FY'2015 SECTION 5311 RURAL TRANSPORTATION GRANT, IN THE TOTAL AMOUNT OF \$152,389.50 WITH AN IN-KIND MATCH OF \$50,796.50, FROM JULY 1, 2014 TO JUNE 30, 2015 AND THE FY'2015 SENIOR CITIZEN AND DISABLED RESIDENTS TRANSPORTATION PROGRAM, IN THE TOTAL AMOUNT OF \$470,465.00, FROM JANUARY 1, 2015 TO DECEMBER 31, 2015.

The FY'2015 Section 5311 Rural Transportation Grant will be used to transport transit-dependent rural residents to non-emergency medical appointments and to various shopping facilities. The grant covers operational expenses incurred by the DTS Program in the provision of transportation. The grant amount is \$152,389.50 with an in-kind match of \$50,796.50 for a total amount of \$203,186.00 from July 1, 2014 to June 30, 2015.

The FY'2015 Senior Citizen and Disabled Residents Transportation Program (SCDRTAP) is through casino tax revenues available to Gloucester County Division of Transportation Services (DTS) to provide demand-responsive, subscription and flexible route transportation to elderly and disabled residents. The grant covers administrative and operational expenses incurred by the DTS Program in the provision of transportation. The grant amount is for a total amount of \$470,465.00 from January 1, 2015 to December 31, 2015.

E-9 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH WOODBURY CITY BOARD OF EDUCATION TO DECREASE THE CONTRACT AMOUNT BY \$15,000.00.

On January 18, 2012, a contract was awarded to Woodbury City Board of Education for the provision of an after-school and summer program for targeted youth, especially minorities, in grades 3 - 5 living in the City of Woodbury, as more particularly set forth in RFP-012-014 (with the option to extend for two (2) one year terms, dependent on availability of funds). The County exercised its right to extend the contract for a one year period on February 5, 2014, for the second time. An amendment has become necessary due to Woodbury City Board of Education's inability to expend funds during the term of the contract and a decrease in funds is necessary which was unanticipated.

E-10 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH YOUTH ADVOCATE PROGRAM, INC. TO DECREASE THE CONTRACT AMOUNT BY \$15,812.00.

On January 18, 2012, a contract was awarded to Youth Advocate Program, Inc. for the provision of a gang and delinquency program for Gloucester County youth living in Paulsboro and Glassboro, as more particularly set forth in RFP #012-002-YSC-07 (with the option to extend for two (2) one year terms, dependent on availability of funds). The County exercised its right to extend the contract for a one year period on February 5, 2014, for the second time. An amendment has become necessary due to Youth

Advocate Program Inc.'s inability to expend funds during the term of the contract and a decrease in funds is necessary which was unanticipated.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

F-1 RESOLUTION APPROVING A CONCESSIONAIRE CONTRACT WITH BOGEY'S CAFÉ & CLUB, LLC TO OPERATE RESTAURANT AND CATERING SERVICES AT THE PITMAN GOLF COURSE FROM JULY 1, 2014 TO JUNE 30, 2019 AND PROVIDING FOR CERTAIN PAYMENTS AND REIMBURSEMENTS TO THE COUNTY.

This Resolution authorizes the award of a concessionaire contract pursuant to N.J.A.C. 13:2, N.J.A.C. 13:2-5.2, and N.J.S.A. 33:1-42 to Bogey's Café and Club, LLC from July 1, 2014 to June 30, 2019. Bogey's shall pay to the County a rental fee of \$30,000.00 annually plus 100% of the utility costs for the tent and a negotiated cost-sharing of common utility costs for the Club House. Bogey's will provide food and beverage service both in the restaurant and catering facility at the Gloucester County Pitman Golf Course.

F-2 RESOLUTION AWARDED CONTRACT TO GREENSCAPE LANDSCAPE CO. FOR TRIMMING AND/OR REMOVAL OF TREES THE COUNTY IS RESPONSIBLE FOR FROM AUGUST 19, 2014 TO AUGUST 18, 2016 IN AN AMOUNT NOT TO EXCEED \$90,000.00 PER YEAR.

This Resolution authorizes the award of a Contract for trimming and/or removal of trees the County is responsible for from August 19, 2014 to August 18, 2016. Services are to be provided as set forth in the bid specifications PD 014-017 in an amount not to exceed \$90,000.00 per year.

F-3 RESOLUTION APPROVING CONTRACTS WITH MOLINARI & ASSOCIATES PC, CURRAN REALTY ADVISORS LLC, STEVEN W. BARTELT, MAI, THE HANSON ORGANIZATION PC, AND R.W. FRANKENFIELD ASSOCIATES TO PROVIDE APPRAISALS AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS AS NEEDED FROM JUNE 26, 2014 TO JUNE 25, 2015 IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR EACH CONTRACT.

This Resolution approves that the Office of Land Preservation in cooperation with the County Purchasing Department recently initiated Requests for Proposals (RFP#014-020) for the required appraisal work needed for the projects the office will be working on throughout this year and into 2015 (the Public Works Department was also included in the RFP's for appraisal work, as well as other unspecified special County projects that may surface). Based on the workload expected over the next year (25+/- projects for the Office of Land Preservation, which require 2 appraisals each; 15+/- projects for the Department of Public Works; and 10+/- special County projects), a total of 5 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. Each appraisal company is approved for an amount not to exceed \$40,000.00 for a total maximum amount not to exceed \$200,000.00.

F-4 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF NJ CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING THE 2014 CLEAN COMMUNITIES GRANT FUNDS IN THE AMOUNT OF \$116,628.36 TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THESE ACTIVITIES.

This Resolution authorizes a Shared Services Agreement with the Gloucester County Improvement Authority (GCIA) for their continued provision of NJ Clean Communities grant program activities. The Resolution provides for the transfer of funds in the amount of \$116,628.36 to the GCIA for the provision of these activities for 2014. Funds are provided to the County through the NJ Department of Environmental Protection under and pursuant to the NJ Clean Communities Program Act, N.J.S.A. 13:1E-213, et seq. The GCIA, which maintains and operates an Office of Recycling and employs the personnel most qualified, capable and willing to provide activities consistent with the terms set forth in the Grant and the Act, has once again been selected by County to utilize and administer these funds on its behalf.

F-5 RESOLUTION APPROVING \$1,650,000.00 OF COUNTY OPEN SPACE PRESERVATION TRUST FUNDS TOWARDS THE PURCHASE OF BLOCK 400, LOT 3 IN THE TOWNSHIP OF DEPTFORD AND BLOCK 173, LOT 4 IN THE TOWNSHIP OF MANTUA.

This Resolution approves the execution of an Agreement of Sale between the County, the State of New Jersey Green Acres Program, the Township of Mantua, the South Jersey Land Trust, and Maple Ridge GIBG, LLC, for the preservation of Block 400, Lot 3 (also known as Lots 3, 10, 18 and 19), Township of Deptford and Block 173, Lot 4, Township of Mantua, as Open Space through the State of New Jersey/Green Acres Open Space Preservation Program. The total purchase price for the property is \$3,233,500.00, of which the County's cost-share requirement shall be \$1,650,000.00 (of which the County will seek a 50% reimbursement through the New Jersey Green Acres Program). All items relative to this action have been previously identified in the explanation provided with the project's associated public hearing request.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

G-1 RESOLUTION AWARDING CONTRACT TO J. SWANTON FUEL OIL, INC. FOR THE SUPPLY AND DELIVERY OF #2 HEATING OIL TO THE COUNTY FROM JULY 7, 2014 TO JULY 6, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.

This Resolution authorizes the award of a Contract for the supply and delivery of #2 heating oil to the County from July 7, 2014 to July 6, 2016. Services are to be provided as set forth in the bid specifications PD 014-020 in an amount not to exceed \$25,000.00 annually.

Old Business

New Business

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

Adjournment

*In Recognition of
Amber Lundy
2014 Paulsboro High School Brotherhood Award
May 16, 2014*

WHEREAS, in 1957, the Paulsboro Mayor's Civil Rights Commission established the Paulsboro High School Brotherhood Award as a means to promote good Human Relations. This Award annually recognizes a Paulsboro High School student who has distinguished his/her self in regard for people of all religious faiths, racial background and national origins with regard for the welfare of fellow students and participation in student affairs with special emphasis on the just treatment of others and willingness to go out of his/her way to be of service; and

WHEREAS, annually Paulsboro High School selects for this Award, a person who meets the criteria for and best exemplifies the spirit of the Award and has chosen Amber Lundy as the recipient of the 2014 Brotherhood Award; and

WHEREAS, Amber has received a People's Choice Award and is involved with the National Honor Society, Big Brothers Big Sisters, Student Council and is currently a Senior Class Officer. Amber has won awards for her artwork for Fetal Alcohol Syndrome and Patriotism at a local and state level. She has a natural tendency to love and protect everyone around her; and

WHEREAS, Amber plans to attend the Art Institute of Philadelphia and major in Interior Design with plans on becoming a successful business owner one day; and

WHEREAS, Amber's family includes her mother, Martina, her father, Gerald, her older sister, Ashley, her older brother, Xavier and her younger brother, Seth; and

WHEREAS, Amber has this advice for the school's underclassmen; "You should want to be known for greatness and goodness (at Paulsboro High School) not just for being a popular kid or a class clown, because those are the ones who get forgotten. You should want to leave a positive vibe in every room you walk into."

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby recognize Amber Lundy as the recipient of the 2014 Paulsboro High School Brotherhood Award.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 16th day of May, 2014.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**IN HONOR AND RECOGNITION OF
VIETNAM VETERANS REMEMBRANCE DAY
MARCH 29, 2014**

WHEREAS, March 29, 2014 has been designated “Vietnam Veterans Remembrance Day” to honor the sacrifices of those who served in the Vietnam War which lasted from **December 31, 1960 to May 7, 1975**; and

WHEREAS, over **280,000 residents of New Jersey saw duty** during the Vietnam War and of the **280,000 New Jersey residents, 1,512 brave patriots were killed in action and 43 heroes** are still listed as **missing in action**; and

WHEREAS, of those **New Jersey residents** who made the **ultimate sacrifice** for their country, **44** were **Native Sons of Gloucester County**; and

WHEREAS, **March 29, 2014** is a day set aside to honor those Veterans who served in the Vietnam War with valor and to remember the heroic men and women from New Jersey who lost their lives in the service of their country; and

WHEREAS, the Board of Chosen Freeholders wishes to recognize and thank the members of the South Jersey Vietnam Veterans Association and all Veterans Organizations for their continued commitment and service to their fellow Veterans; and

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

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro **do hereby honor and recognize March 29, 2014 as Vietnam Veterans Remembrance Day.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 29th day of March, 2014.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF
THE WORKERS' COMPENSATION CLAIM OF PETITIONER,
DOMINIC CAMA v. GLOUCESTER COUNTY, C.P. NO. 2009-27511**

WHEREAS, the Petitioner, Dominic Cama, represented by Seth Shaine, Esquire, 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 have reached a proposed resolution of the matter, said proposal subject to submission to the Court for reasonableness; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claim filed by the herein mentioned Petitioner is hereby authorized as follows:

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
Dominic Cama	2009-27511	\$25,090.00 Under Section 20	MVA

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 held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-2

RESOLUTION AUTHORIZING INSTITUTION OF LITIGATION WITHIN SPECIAL CIVIL PART AND SMALL CLAIMS IN CASES INVOLVING LESS THAN \$15,000.00

WHEREAS, a motor vehicle accident occurred on February 12, 2014 involving the Insured of Mercury Indemnity Company of America which resulted in damage to County-owned property in the amount of \$6,160.35; and

WHEREAS, Mercury Indemnity Company of America has the legal obligation to make restitution for damages to property caused by their Insured during the course of a motor vehicle accident; and

WHEREAS, Mercury Indemnity Company of America has received multiple demands for payment and detailed documentation of costs and expenses incurred by the County as a result of the accident; and

WHEREAS, Mercury Indemnity Company of America has denied liability on behalf of their Insured in this incident; and

WHEREAS, all attempts to resolve this claim with Mercury Indemnity Company of America have been exhausted; and

WHEREAS, recovery for damages less than \$15,000 caused by a motor vehicle accident are filed in Small Claims/Special Civil Part Court; and

WHEREAS, most Small Claims/Special Civil Part cases are generally presented quickly and inexpensively for small amounts of money.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that County Counsel or his designees are hereby authorized to institute litigation against Mercury Indemnity Company of America and its Insured to recover damages to County property in the amount of \$6,160.35; and

BE IT FURTHER RESOLVED that all future litigation for recovery of damages falling within Small Claims/Special Civil Part Court monetary limits be undertaken at the discretion of County Counsel.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-3

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2014 as follows:

- (1) The sum of **\$15,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Drunk Driving Enforcement Fund, to be appropriated under the caption of the New Jersey Department of Law and Public Safety Drunk Driving Enforcement Fund - *Other Expenses*;
- (2) The sum of **\$402,078.00**, which item is now available as a revenue from the New Jersey Department of Human Services Social Services for the Homeless, to be appropriated under the caption of the New Jersey Department of Human Services Social Services for the Homeless - *Other Expenses*;
- (3) The sum of **\$170,064.00**, which item is now available as a revenue from the New Jersey Department of Health Special Child Health Case Management, to be appropriated under the caption of the New Jersey Department of Health Special Child Health Case Management - *Other Expenses*;
- (4) The sum of **\$1,500.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Senior Farmers Market Nutrition Program, to be appropriated under the caption of the New Jersey Department of Health and Senior Services Senior Farmers Market Nutrition Program - *Other Expenses*;
- (5) The sum of **\$2,155,207.00**, which item is now available as a revenue from the New Jersey Department of Labor and Workforce Development Workforce Investment Act (WIA), to be appropriated under the caption of the New Jersey Department of Labor and Workforce Development Workforce Investment Act (WIA)- *Other Expenses*;
- (6) The sum of **\$12,000.00**, which item is now available as a revenue from the New Jersey Department of Human Services County Mental Health Administrator, to be appropriated under the caption of the New Jersey Department of Human Services County Mental Health Administrator- *Other Expenses*;
- (7) The sum of **\$116,628.00**, which item is now available as a revenue from the New Jersey Department of Environmental Protection Clean Communities Grant, to be appropriated under the caption of the New Jersey Department of Environmental Protection Clean Communities Grant - *Other Expenses*.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF JUNE 2014**

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 June 20, 2014; 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 June 20, 2014.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending June 20, 2014, 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; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending June 20, 2014, 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, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY
FOR IMPROVEMENTS TO A PARKING LOT**

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

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements; and

WHEREAS, Gloucester County and the Gloucester County Institute of Technology (“GCIT”) wish to enter into such a Shared Services Agreement for the provision of improvements to a parking lot; and

WHEREAS, the GCIT shall pay as set forth in the Shared Services Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to a Shared Services Agreement with the GCIT for the provision of improvements to a parking lot; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER
AND THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FOR
IMPROVEMENTS TO A PARKING LOT**

This **Uniform Shared Services Shared Agreement** ("Shared Services Agreement") dated this 13th day of March 2013, by and between the **Gloucester County Institute of Technology**, a body politic and corporate of the State of New Jersey, with offices at 1360 Tanyard Road, Sewell, NJ 08080 (hereinafter "**GCIT**"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter the "**County**").

RECITALS

WHEREAS, the GCIT, which is located in the County, has a need for improvements to a parking lot located at the GCIT; and

WHEREAS, the County, through its Department of Public Works, has the capacity to provide such service; and

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

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

AGREEMENT

A. DESCRIPTION.

The County will make improvements to a parking lot located at the GCIT including micro paving, paving, milling, curbing, sidewalk, striping and site plan. The County will incur fuel costs and other costs to complete.

B. PAYMENT FROM GCIT TO COUNTY.

The GCIT shall pay the County to perform the improvements. The following is a break out of the estimated quantities and cost for the work at the GCIT:

Micro Paving	\$70,000.00	\$70,000.00
Paving:	450 tons @ \$60.00 / ton	\$27,000.00
Milling:	3400 SY @ \$ 1.50 / SY	\$ 5,100.00
Curbing:	1000 LF @ \$48.00 / LF	\$48,000.00
Sidewalk:	60 SY @ \$61.00 / SY	\$ 3,660.00

Striping:	\$25,000.00	\$25,000.00
Site Plan:	\$10,000.00	\$10,000.00
Fuel Cost:	\$3,000.00	\$ 3,000.00
Contingency:	\$10,000.00	\$10,000.00
	Total	\$201,760.00

Any additional charges required to complete the project shall be charged at the above rates and paid by the GCIT to the County.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of one (1) year, from June 25, 2014 to June 24, 2015.

D. LIMITATION OF DELEGATION.

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

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

E. INDEMNIFICATION.

The GCIT shall indemnify and hold the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the GCIT.

The GCIT agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

F. INSURANCE.

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

G. COMPLIANCE WITH LAWS AND REGULATIONS.

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

H. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the County, the GCIT, in his or her individual capacity, and neither the officers, agents or employees of the County or the GCIT, nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

I. NOTICES.

Any notices and demands required to be given hereunder, shall be given to the parties in writing, and by personal delivery, overnight mail, or regular mail, at the addresses herein set forth, or to such other address as the parties may hereafter substitute by written notice.

J. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the GCIT, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The GCIT and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Shared Service Agreement, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

K. EFFECTIVE DATE.

This Shared Services Agreement shall be effective as of the 25th day of June, 2014, which date shall be considered the commencement date of this Agreement.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**GLOUCESTER COUNTY INSTITUTE
OF TECHNOLOGY**

MICHAEL C. DICKEN, SUPERINTENDENT

**RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE
AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH
STATE CONTRACT #A83453, INDEX #T-2581**

WHEREAS, N.J.S.A. 40A:11-36 permits the governing body to sell property no longer needed for public use and the County of Gloucester has such property and desires to sell it; and

WHEREAS, the sale of surplus property is being conducted pursuant to Local Finance Notice 2008-9 utilizing GovDeals Online Auctions via State Contract #A83453 / T2581; and

WHEREAS, A list of the surplus property to be sold is as follows:

2002 Dodge Intrepid	Vin #2B3HD46R52H124561
1996 Ford Taurus	Vin #1FALP52U2TA156048
1996 Ford Taurus	Vin #1FALP52U2TA297038
1998 Dodge Neon	Vin #3B3E547C9WT236876
1998 Chevrolet Malibu	Vin #1G1ND52MXW6208036
2005 Dodge Caravan	Vin #1D4GP24R15B246729
2002 Chevrolet Astrovan	Vin #1GCDM19X12B120263
2001 Dodge Dakota	Vin #1B7GL26X81S237802
2001 Ford E150	Vin #1FTRE14WX1HB74707
2006 Ford E450 Bus	Vin #1FDXE45P46HB07829
2010 Ford Crown Victoria	Vin #2FABP7BV1AX101529
2006 Bluebird Bus	Vin #1BABDCKA96F227792
1999 Sterling Sweeper	Vin #49H6WFAAXXHA52249
1997 Ford Johnstone Sweeper	Vin #1FDYH81E0VVA38970
1986 Gradall	Serial #NAG86D045
1980 Case 880C Excavator	Serial #6205672
1979 Clark 45C Front End Loader	Serial #CIA31479
Trail King Trailer	Serial #1TKAD4425TM010467

WHEREAS, the surplus property being indentified above is being sold in an "as-is" condition without express or implied warranties.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to sell the above government surplus property through GovDeals Online Auctions pursuant to State Contract Number A83453.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION APPROVING A CONTRACT WITH STORAGE ENGINE, INC.
FOR ANNUAL LICENSE FEES AND MAINTENANCE ON THE COUNTY'S
LASERFICHE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM FROM
JULY 7, 2014 TO JULY 6, 2015 FOR A TOTAL AMOUNT OF \$28,629.20**

WHEREAS, the County of Gloucester seeks to contract for maintenance and license fees on the proprietary Laserfiche Electronic Document Management System using a value added reseller of the product; and

WHEREAS, N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising. The proprietary software value added reseller of the product necessary for the County's EDMS is Storage Engine, Inc. with offices at One Sheila Drive, Tinton Falls, New Jersey 07724; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and N.J.S.A. 19:44A-20.4 et seq. This Vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$28,629.20 pursuant to CAF #14-05207, which amount shall be charged against budget line item #4-01-20-140-001-20370.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the annual maintenance and licensing contract with Storage Engine, Inc. for the County's state certified EDMS for the total contract amount of \$28,629.20 from July 7, 2014 to July 6, 2015 is approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
STORAGE ENGINE, INC.**

THIS CONTRACT is made effective this 7th day of July, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **STORAGE ENGINE, INC.**, (a New Jersey Corporation) with offices at One Sheila Drive, Tinton Falls, New Jersey 07724, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for maintenance and license fees on our proprietary Laserfiche Electronic Document Management System using a value added reseller of the product; and

WHEREAS, the services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system 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 (dd); and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** Contractor shall provide annual license fees and software maintenance for our proprietary Laserfiche Electronic Document Management System for the period from July 7, 2014 to July 6, 2015.
2. **COMPENSATION.** The total contract amount is \$28,629.20. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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

3. **DUTIES OF CONTRACTOR.** Contractor shall provide all aspects of software maintenance and annual license fees for our proprietary Laserfiche Electronic Document Management System. The details of the services to be performed are set forth on the attached schedule per Contractor Quote#Gloucester_LSAP6032014 and Terms and Conditions.

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

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

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

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

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

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

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

subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, 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 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 Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor 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 Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor 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.** 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.

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, County's Description of Services, Contractor's quote and Contractor's Terms and Conditions. Should there occur a conflict between this form of contract and/or County's Description of Services, Contractor's quote and Contractor's Terms and Conditions, this Contract and County's Description of Services shall prevail.

THIS CONTRACT is effective as of this 7th day of July, 2014.

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:

THE COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

STORAGE ENGINE, INC.

(Please Print Name)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that 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.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Storage Engine, Inc.
Signed: [Signature] Title: President
Print Name: Geoffrey Adams Date: 4/3/2014

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Storage Engine, Inc.
Signed: [Signature] Title: President
Print Name: Brynn Deuy Date: 10/3/2014

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.



One Shea Drive
Tinton Falls, NJ 07724
Tel: 866-734-8899 x243
FAX: 732-747-8542
bobr@storageengine.com

CUSTOMER
Contact: David Brice
Name: County of Gloucester
Address: 1 North Broad St.
City, State, Zip: Woodbury, NJ 08098
Phone: 856-251-6752
Fax:
E-Mail: dbrice@co.gloucester.nj.us

SHIP TO:
Contact: same
Name:
Address:
City, State, Zip:
Phone:
Fax:
E-Mail:

Quote #: GLOUCESTER_LSAP07302014

Quote Expiration: 30 Days

QTY	PRODUCT	DESCRIPTION	Unit MSRP	Extended MSRP	Disc	Total Discounted Price
42	SEISYS-FXB	Laserfiche (LF) Full User United LSAP	\$ 150.00	\$ 6,300.00	5%	\$ 5,985.00
2	SEISYS-RXB	LF Remote User United LSAP	\$ 100.00	\$ 200.00	5%	\$ 190.00
1	SEISYS-QF-C1B	LF QF-Forms Combo LSAP	\$ 2,000.00	\$ 2,000.00	5%	\$ 1,900.00
1	SEISYS-QF-C1B	LF QF-Forms Combo LSAP	\$ 2,000.00	\$ 2,000.00	5%	\$ 1,900.00
2	SEISYS-QFB	LF Quick Fields LSAP	\$ 120.00	\$ 240.00	5%	\$ 228.00
1	SEISYS-WA2B	LF Web Access Enterprise LSAP	\$ 3,180.00	\$ 3,180.00	5%	\$ 3,021.00
1	SEISYS-WA2B	LF Web Access Enterprise LSAP	\$ 3,180.00	\$ 3,180.00	5%	\$ 3,021.00
1	SEISYS-WFSB	LF WorkFlow (10 User) LSAP	\$ 3,000.00	\$ 3,000.00	5%	\$ 2,850.00
1	SEISYS-WFSB	LF WorkFlow (10 User) LSAP	\$ 3,000.00	\$ 3,000.00	5%	\$ 2,850.00
1	SEISYS-QF-1B	LF ScanConnect LSAP	\$ 33.00	\$ 33.00	5%	\$ 31.35
1	SEISYS-QF-1B	LF ScanConnect LSAP	\$ 33.00	\$ 33.00	5%	\$ 31.35
2	SEISYS-97840UB	Plus Plug in LSAP	\$ 1,590.00	\$ 3,180.00	5%	\$ 3,021.00
			TOTAL MSRP:	\$ 30,136.00	Disc. Total	\$ 28,629.20

Notes: 1) LSAPs expire 7/30/15. 2) Pricing discount above exceeds GSA pricing levels. 3) All LSAPs are for one year unless noted otherwise. 4) FXB includes Snapshot and E-Mail Plug-in LSAP. 5) RXB includes E-Mail Plug-in LSAP.

X: _____		Purchase Order No:	
Authorized Signature		DATE:	
SEI CONFIDENTIAL 16-Jun-14 Storage Engine, Inc. Standard Terms and Conditions Apply		Prepared by: Bob Rozinski	
		Phone: 732-747-8895 x243	
		Fax: 732-747-8542	
		E-Mail: bobr@storageengine.com	
DELIVERY: 21 Days ARO			
F.O.B. Tinton Falls, NJ			
Terms: Net 30			
Date of Quote:			

A-8

**RESOLUTION APPOINTING MEMBERS TO THE
LOCAL CITIZENS ADVISORY BOARD OF TRANSPORTATION**

WHEREAS, Gloucester County receives funds under the Senior Citizen and Disabled Resident Transportation Assistance Act for expanded transportation service for elderly and disabled residents; and

WHEREAS, the above referenced legislation mandates that a special committee of at least 51% consumers (senior citizens and/or handicapped persons) be established on a County level to oversee the distribution of these funds and to advise the Gloucester County Board of Freeholders on any other transportation matters; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to appoint Salvatore Barbuto as a regular member and Theresa Ziegler as an alternate member to this Committee to serve at the pleasure of the Board of Chosen Freeholders for the term ending December 31, 2014; and

WHEREAS, on January 3, 2014 Dennis Cook was appointed to the Local Citizens Advisory Board of Transportation for the term January 1, 2014 to December 31, 2014 as an alternate member. The resolution requires amending to state that Dennis Cook is a regular member, not an alternate member.

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

1. Salvatore Barbuto is hereby appointed to the Gloucester County Local Citizens Transportation Advisory Committee to serve at the pleasure of the Board of Chosen Freeholders, for a term ending December 31, 2014 as a regular member;
2. Theresa Ziegler is hereby appointed to the Gloucester County Local Citizens Transportation Advisory Committee to serve at the pleasure of the Board of Chosen Freeholders, for a term ending December 31, 2014 as an alternate member;
3. The previous resolution of January 3, 2014 appointing Dennis Cook as an alternate member is hereby amended to move Dennis Cook to a regular member; and
4. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;
5. This Resolution shall take effect immediately.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

SALVATORE J. BARBUTO

PROFILE

Over twenty years of successful performance in service and administrative positions (verification, processing, settlement) requiring: organizational ability, managing complex details, positive response to time and production pressures, and accurate, quality output. Valued by management and associates as a team player, with a depth of knowledge and experience, communication skills, delivering organized, timely and reliable performance. Willing and able to perform in Financial Services, or in any similar environment/industry that demands this type of knowledge, experience and performance capability. More than six years experience in working with transportation/road and rail systems and the re-mapping of any changes along with aerial photo interpretation which allowed these changes to be implemented sooner.

PROFESSIONAL EXPERIENCE

POLICE & FIRE FEDERAL CREDIT UNION, Philadelphia, Pa.

• *The Phone Center/Customer Service Representative 2006-Present* **2006-Present**

Respond to all types of customer inquiries and requests for various types of loans and products offered by the Credit Union.

DELAWARE INVESTMENTS, Philadelphia, PA

1980-2006

Financial Control/Print Media Administrator, 2000-2006

- Provided Quality Control (daily/weekly/monthly) transactions, assured accuracy and balanced accounts.
- Managed weekly/monthly reports, start to finish. Faxed results to six departments for settlement. Once all were settled, contacted external print vendors to print and mail statements to shareholders.
- Performed Quality Control for monthly/quarterly/annual statements for up to 100,000 accounts.
- Processed requests for copies of statements needed by shareholders via Shareholders' Services.
- Printed shareholder daily liquidation checks and check registers. Distributed checks via Financial Control Department.
- Supervised Printer equipment and maintenance contracts.
- Used with Excel, Word, TA 2000 and DST.

Sungard Production Group/TASC (Transfer Agent Systems Control), 1992-1999

Production Assistant

- Conducted daily verification and preparation of all keyed in transactions and system generated reports.
- Verified batch totals/dollar amounts/share amounts and item counts before processing.
- Verified and distributed system production reports from external/internal print vendors.
- Controlled cartridge/tape tracking and retrieval responsibility.
- Performed dividend verification and processing for monthly/quarterly/annual funds.
- Responsible for print equipment/maintenance contracts.
- Involved in daily/weekly/monthly job processing (settlement/logging in any information/report distribution).
- Printed daily S/H liquidation checks along with check register.

Quality Control/IT, 1982-1991

Daily settlement/balancing of processed job runs.

Data Processing/IT, 1980-1982

COUNTY OF GLOUCESTER

Citizen Leadership Form

I, Theresa Marie Ziegler, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) Local Citizen Transportation Advisory Committee-----
- b) _____
- c) _____

Theresa Marie Ziegler
Name

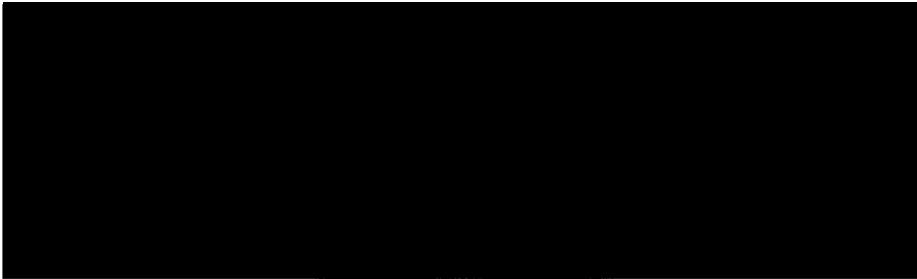
Franklinville, New Jersey
City, State

08322
Zip

Please list any: education, prior volunteer experience, work related experience; or other civic involvement which could be of use to the authorities, boards or commissions which you listed above:

- Bachelor of Arts Degree/Geography – Rowan University
- Employed at Gloucester County Public Works Department/Planning Division for the past twenty-five years assisting Principal planners with Transportation Reports and studies, including park-n-ride, future transit routes and public education.
- Currently manage and monitor Gloucester County Planning Division’s public transportation needs, including NJ Transit schedule distribution, public inquiries, and future route planning.
- Assist other government, public and private agencies with public transportation needs.

Personal Information Not Subject to Public Disclosure*



**The information in this section is considered personal information, and is therefore deemed confidential for the purpose of P.L. 1963, c. 73 (C.47:1A-1 et seq.) and P.L. 2001, c. 404 (C.47:1A-5 et al.).*

A9

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
CONTRACT WITH APPLE COUNSELING SERVICES, LLC FOR
THE PROVISION OF PROFESSIONAL EMPLOYEE ASSISTANCE TO
BENEFIT COUNTY EMPLOYEES FROM JUNE 26, 2014 TO JUNE 25, 2015
IN AN AMOUNT NOT TO EXCEED \$25,000.00**

WHEREAS, there is a need by Gloucester County for professional employee assistance to benefit the employees of the County of Gloucester; and

WHEREAS, the County requested proposals from interested providers and evaluated those proposals consistent with the County's fair and open procurement process pursuant to RFP #014-030; and

WHEREAS, the evaluation, based on the established criteria, concluded that Apple Counseling Services, LLC, with offices at 259 Delsea Drive, Sewell, NJ 08080, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$25,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of this contract beyond December 31, 2014 is conditioned upon the adoption of the 2015 Gloucester County Budget; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the contract between the County of Gloucester and Apple Counseling Services, LLC, for the provision of professional employee assistance to benefit the employees of the County from June 26, 2014 to June 25, 2015, in 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, June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
APPLE COUNSELING SERVICES, LLC**

THIS CONTRACT is made effective this 26th day of June, 2014 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **APPLE COUNSELING SERVICES, LLC** (a Limited Liability Company) with offices at 259 Delsea Drive, Sewell, NJ 08080, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional employee assistance to benefit the employees of the County; and

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

WHEREAS, 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**. This Contract shall be effective for a period of one year from June 26, 2014 to June 25, 2015.
2. **COMPENSATION**. Contract shall be for estimated units of service, in 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 Contractor'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 County's RFP #014-030, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #014-030, 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 bid documents.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP #014-030, which is specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent 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. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

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

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

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

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

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

21. CONTRACT PARTS. This Contract consists of this Contract document, RFP #014-030 issued by the County and Vendor's responsive proposal. Should there occur a conflict between this form of contract and the County's RFP #014-030, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #014-030 issued by the County and the Vendor's Proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 26th day of June, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

APPLE COUNSELING SERVICES, LLC

BY: _____

(Please Print Name)

RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT AND MAINTENANCE CONTRACT ON THE CASSIDIAN 9-1-1 TELEPHONE EQUIPMENT AND EXECUTION OF SERVICE AGREEMENT WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83925, IN THE TOTAL AMOUNT OF \$73,685.84, FROM JULY 29, 2014 TO JULY 28, 2015

WHEREAS, the County of Gloucester has a need to purchase a software support and maintenance contract on the Cassidian 9-1-1 telephone phone equipment; and

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

WHEREAS, it has been determined that the County can purchase the said contract from Carousel Industries of North America, Inc., 1160 Stilford Avenue, Plainfield, New Jersey 07060, in the amount of \$73,685.84 through State Contract No. A83925; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the emergency provisions in the amount of \$73,685.84, pursuant to C.A.F. #14-05162, which amount shall be charged against budget line item 4-01-25-250-001-20370.

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 Service Agreement with Carousel Industries of North America, Inc. and the County Purchasing Agent be authorized to purchase a software support and maintenance contract on the Cassidian 9-1-1 Telephone Equipment from Carousel Industries of North America, Inc., in the total amount of \$73,685.84, from July 29, 2014 to July 28, 2015, through State Contract No. A83925.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B-2

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO BAY HEAD INVESTMENT, INC. dba VCI EMERGENCY VEHICLE SPECIALIST, FOR THE PURCHASE OF THREE (3) 2014 DODGE/FREIGHTLINER TYPE III SPRINTER AMBULANCES (OR APPROVED EQUAL), FOR A TOTAL CONTRACT AMOUNT OF \$404,514.51

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of three (3) 2014 Dodge/Freightliner type III Sprinter Ambulances (or approved equal) for the Gloucester County Emergency Medical Services and existing units within the County; and

WHEREAS, after following proper public bidding procedure, it was determined that Bay Head Investment, Inc. dba VCI Emergency Vehicle Specialist, with offices at 43 Jefferson Avenue, Berlin, New Jersey 08009 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$404,514.51, as more specifically described in the bid specifications PD 014-013; and

WHEREAS, bids were publicly received and opened on April 24, 2014; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$404,514.51, pursuant to C.A.F. # 14-05123 which amount shall be charged against budget line items C-04-14-020-250-20101 in the amount of \$404,514.51.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Bay Head Investment, Inc. dba VCI Emergency Vehicle Specialist, for the purchase of three (3) 2014 Dodge/Freightliner Type III Sprinter Ambulances (or approved equal) for Gloucester County Medical Services and existing units within the County for a total contract amount of \$404,514.51.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
BAY HEAD INVESTMENT, INC. dba
VCI EMERGENCY VEHICLE SPECIALIST**

THIS CONTRACT is made effective this 25TH day of June, 2014 by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **BAY HEAD INVESTMENT, INC. dba VCI EMERGENCY VEHICLE SPECIALIST** with offices at 43 Jefferson Avenue, Berlin, New Jersey 08009, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for three (3) 2014 Dodge/Freightliner Type III Sprinter Ambulances (or approved equal) for the County's Emergency Medical Services; and

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

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Vendor shall commence services forthwith upon the notice by the County to proceed and all work shall be completed consistent with the bid specifications identified as PD-014-013.
2. **COMPENSATION.** Vendor shall be compensated in the total contract amount of \$404,514.51 for three (3) 2014 Dodge/Freightliner type III Sprinter Ambulances (or approved equal) as per the bid specifications identified as PD-014-013.

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 bid specifications identified as PD-014-013 which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-013, 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. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-014-013, and the Vendor's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is effective as of this 25th day of June, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**BAY HEAD INVESTMENT, INC. dba
VCI EMERGENCY VEHICLE SPECIALIST**

PD 014-013			
Bid Opening 4/24/2014 10:00am			
<p>SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF ONE (1) TO FOUR (4) 2014 DODGE/FREIGHTLINER TYPE III SPRINTER AMBULANCES (OR APPROVED EQUAL) FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>			
		VENDOR	VENDOR
		Bay Head Investment Inc. (VCI)	Ambulance Network
		43 Jefferson Ave.	10-20 S. Spring St.
		Berlin, NJ 08009	Elizabeth, NJ 07201
		Robert W. Bohny	Paul Vickery
		856 768-2162	800 648-9898
		856 768-6933 Fax	908 355-4176 FAX
ITEM	DESCRIPTION		
1	Deliver one (1) Ambulance	\$122,862.00	\$125,652.00
2	Supply and install all optional equipment	\$11,976.17	\$12,684.00
3	Total cost of ambulances with all options	\$134,838.17	138,336.000
	Delivery days for 1 Ambulance	120 Days after receipt of chassis	140 Days
1	Deliver two (2) Ambulances	\$245,724.00	\$250,304.00
2	Supply and install all optional equipment	\$23,952.34	\$25,368.00
3	Total cost of ambulances with all options	\$269,676.34	\$275,672.00
	Delivery days for 2 Ambulances	120 Days after receipt of chassis	140 Days
1	Deliver three (3) Ambulances	\$368,586.00	\$375,956.00
2	Supply and install all optional equipment	\$35,928.51	\$38,052.00
3	Total cost of ambulances with all options	\$404,514.51	\$414,008.00
	Delivery days for 3 Ambulances	120 Days after receipt of chassis	140 Days
1	Deliver four (4) Ambulances	\$491,448.00	\$500,608.00
2	Supply and install all optional equipment	\$47,904.68	\$50,736.00
3	Total cost of ambulances with all options	\$539,352.68	\$551,344.00
	Delivery days for 4 Ambulances	120 Days after receipt of chassis	140 Days
Variations: (if any)		Mercedes Chassis	
		Composite running boards not available OEM - aftermarket	
Will you extend your prices to local government entities within the County		YES	NO
Bid specifications sent to:		Prime Vendor	First Priority Emergency Vehicles
		NJ Emergency Vehicles	Odyssey Specialty Vehicles
		Vann Dodge	TalaTech
Based upon the bids received, I recommend Bay Head Investments Inc. dba VCI Emergency Vehicle Specialists be awarded a contract as the lowest responsive, responsible bidder.			
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05123

DATE June 4, 2014

BUDGET NUMBER - CURRENT -----
C-04-14-020-250-20101

DEPARTMENT: ERC/EMS

AMOUNT OF CERTIFICATION \$404,514.51

COUNTY COUNSEL Tom Campo

DESCRIPTION: CONTRACT TO BAY HEAD INVESTMENT INC. (VCI), FOR THE PURCHASE OF THREE (3) 2014 DODGE/FREIGHTLINER TYPE III SPRINTER AMBULANCES (OR APPROVED EQUAL), FOR A TOTAL CONTRACT AMOUNT OF \$404,514.51 AS PER PD# 014-013.

VENDOR: BAY HEAD INVESTEMENT, (VCI)
ADDRESS: 43 JEFFERSON AVE.
BERLIN, NJ 08009



DEPARTMENT HEAD APPROVAL

APPROVED 

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 6-6-14

June ²⁵ 2013 Freeholder Mtg.

RESOLUTION AUTHORIZING THE PURCHASE FROM MOTOROLA SOLUTIONS, INC. FOR THE PROVISION AND CONSTRUCTION OF A 700 MHz P25 PUBLIC SAFETY RADIO NETWORK AND ACCOMPANYING SUBSCRIBER UNITS, THROUGH STATE CONTRACT #A83909, IN AN AMOUNT NOT TO EXCEED \$13,929,328.00, FROM JUNE 25, 2014 TO JUNE 24, 2016

WHEREAS, the County of Gloucester Emergency Response Center dispatches first responders in time of need through a two-way radio system; and

WHEREAS, there is a need to enter into a contract for the provision and construction of a 700 MHz P25 Public Safety Radio Network and accompanying subscriber units to be distributed to our first responder organizations (portable & mobile radios); and

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

WHEREAS, it has been determined that the County can purchase the said communications equipment from Motorola Solutions, Inc., in an amount not to exceed \$13,929,328.00, through State Contract #A83909, from June 25, 2014 to June 24, 2016; and

WHEREAS, the contract shall be for an estimated units of service, in an amount not to exceed \$13,929,328.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and

WHEREAS, notwithstanding the status of this Contract as open-ended, the Purchasing Agent has certified the availability of funds in the amount of \$13,929,328.00 pursuant to CAF# 14-05625, which amount shall be charged against budget line item #C-04-13-023-250-23215.

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 from Motorola Solutions, Inc. for the provision and construction of a 700 MHz P25 Public Safety Radio Network and accompanying subscriber units to be distributed to our first responder organizations (portable & mobile radios), in an amount not to exceed \$13,929,328.00, through State Contract #A83909, from June 25, 2014 to June 24, 2016; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-05625 DATE 6/23/14

BUDGET NUMBER C-04-13-23-250-23215

AMOUNT OF CERTIFICATION \$ 13,929,328.00

DEPARTMENT Communications

COUNTY COUNSEL Tom Campo

DESCRIPTION OF PRODUCT OR SERVICE

Gloucester County Public Safety 700 MHz P-25
turnkey radio network, under State Contract
A83909.

VENDOR NAME Motorola Solutions, Inc

ADDRESS Government Markets - PO Box 6810

CITY/STATE/ZIP Freehold, NJ 07728

DEPARTMENT HEAD APPROVAL Tom Butts

PURCHASING AGENT [Signature] DATE 6/23/14

FREEHOLDER MEETING DATE June 25, 2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

RESOLUTION APPROVING A CONTRACT WITH PIONEER TRUCK SALES CORPORATION FOR TRANSMISSION OVERHAULS ON COUNTY AUTOMOBILES AND TRUCKS IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR FROM JULY 25, 2014 TO JULY 24, 2016

WHEREAS, the County of Gloucester has advertised for the receipt of public bids in regard to transmission overhauls on County owned Ford, Chevrolet, Chrysler and Allison automobiles and trucks as per PD #014-015; and

WHEREAS, bids were publicly received and opened on May 15, 2014 and after following proper bid opening and evaluation procedure, it was determined that Pioneer Truck Sales Corporation with an address of 106 Sewell Road, Sewell, NJ 08080, was the lowest responsive and responsible bidder to provide said services, in an amount not to exceed \$25,000.00 per year; and

WHEREAS, the contract shall be awarded for a two (2) year period from July 25, 2014 to July 24, 2016, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the contract shall be for estimated units of service and will therefore be open-ended. Accordingly, the County of Gloucester is not obligated to make any purchase, and therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 and 2016 Gloucester County budgets, and any extension would be subject to approval of subsequent County budgets.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Contract with Pioneer Truck Sales Corporation in accordance with PD #014-015 and the prices set forth within their bid proposal for transmission overhauls on County owned automobiles and trucks from July 25, 2014 to July 24, 2016 is approved in an amount not to exceed \$25,000.00 per year and the Freeholder Director or his designee is authorized to execute the Contract; 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, June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PIONEER TRUCK SALES CORPORATION**

THIS CONTRACT is made effective the 25th day of **July, 2014** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and **PIONEER TRUCK SALES CORPORATION**, with offices at 106 Sewell Road, Sewell, N.J. 08080, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need to contract for transmission overhauls on County owned Ford, Chevrolet, Chrysler and Allison automobiles and trucks as per PD #014-015; and

WHEREAS, the Contractor represents that it is qualified 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 from July 25, 2014 to July 24, 2016, with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods.
2. **COMPENSATION**. The Contract shall be for an amount not to exceed \$25,000.00 for each Contract year, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in Bid Specifications (hereinafter "Specifications") as per PD# 014-015.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are both incorporated into, and made part of this Contract, by reference.

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the 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 Contractor 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 Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, then this Contract, or the Specifications, as applicable shall control.

THIS CONTRACT is made effective the **25th** day of **July, 2014**.

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:

PIONEER TRUCK SALES CORP.

DOMINICK PARDO, PRESIDENT

C

PD014-015		Bid Opening 5/15/2014 10:00am	
SPECIFICATIONS AND PROPOSAL FORM COVERING TRANSMISSION OVERHAULS ON AUTOMOBILES AND TRUCKS FOR THE COUNTY OF GLOUCESTER			
VENDOR:		VENDOR:	
Pioneer Truck Sales 106 Sewell Rd. Sewell NJ 08080		Good Deal Lifetime Transmissions 531 Mantua Ave. (RT.45) Woodbury, NJ 08096	
Joseph J. Principe - Manager 856 582-8888 856 582-4677 Fax		John Mikulski - Owner 856 848-1919 856 848-4660 FAX	
ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE
MFGR	MODEL		
1	Ford AX4S	\$1,423.50	\$1,500.00
2	Ford 5R55E	\$1,657.50	\$1,500.00
3	Ford AX4N	\$1,423.50	\$1,500.00
4	Ford 4R70W	\$1,332.50	\$1,500.00
5	Ford 6F50N	\$1,683.50	\$2,250.00
6	Ford 4R75W	\$1,332.50	\$1,500.00
7	Ford 4R100	\$1,423.50	\$1,650.00
8	Ford 5R110W	\$1,657.50	\$1,995.00
9	Ford 4F50N	\$1,423.50	\$1,500.00
10	Ford 5R55W	\$1,657.50	\$1,750.00
11	Chevrolet 4T45E	\$1,683.50	\$1,500.00
12	Chevrolet 4T65E	\$1,553.50	\$1,500.00
13	Chevrolet 4L80E	\$1,332.50	\$1,500.00
14	Chevrolet 4L85E	\$1,332.50	\$1,500.00
15	Chevrolet 6L90	\$2,463.50	\$2,500.00
16	Chevrolet 4L60E	\$1,202.50	\$1,500.00
17	Chrysler 45RFE	\$1,462.50	\$1,500.00
18	Chrysler 604	\$1,235.00	\$1,300.00
19	Chrysler 606	\$1,332.50	\$1,300.00
20	Chrysler 5-45RFE	\$1,462.50	\$1,500.00
21	Chrysler 42RLE	\$1,397.50	\$1,500.00
22	Allison Series 1000	\$2,073.50	\$2,500.00
23	Allison Series 2000	\$2,242.50	\$2,500.00
24	Allison Series 3000	\$3,503.50	\$5,500.00
Total		\$39,292.50	\$44,245.00
25	HOURLY RATE	\$75.00 per hour (Light Duty)	\$85.00 per hour
		\$85.00 per hour (Med/Heavy Duty)	
	Variations: (if any)	All transmissions will carry an exclusive 4yr. warranty	NONE
	Will you extend your prices to local government entities within the County	YES	YES
	Bid specifications sent to:	Prime Vendor ATR Transmission Remanufacturing	Camerota Truck Parts
	The term of the contract shall be for two years from date of award with the option to extend for 1 two year period or 2 one year periods.		
	Based upon the bids received, I recommend Pioneer Truck Sales be awarded the contract as the lowest responsive, responsible bidder.		Sincerely,

01

SIGNATURE PAGE

SIGNED Joseph J. Principe COMPANY PIONEER
NAME JOSEPH J. PRINCIPLE ADDRESS 106-SEWELL RD
TITLE SPECIAL MARKETS MANAGER
DATE 5-14-14 CITY SEWELL STATE NJ
TELE # 856-582-8888 ZIP 08080
FAX # 856-582-4677 E-MAIL _____

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON MAY 15, 2014 AT 10:00AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

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

ITEM UNIT PRICE	MFGR	MODEL	
1. \$ <u>1423.50</u>		FORD	AX4S
2. \$ <u>1657.50</u>		FORD	5R55E
3. \$ <u>1423.50</u>		FORD	AX4N
4. \$ <u>1332.50</u>		FORD	4R70W
5. \$ <u>1683.50</u>		FORD	6F50N
6. \$ <u>1332.50</u>		FORD	4R75W
7. \$ <u>1423.50</u>		FORD	4R100
8. \$ <u>1657.50</u>		FORD	5R110W
9.	FORD	4F50N	\$ <u>1423.50</u>
10.	FORD	5R55W	\$ <u>1657.50</u>
11.	CHEVROLET	4T45E	\$ <u>1683.50</u>

12.	CHEVROLET	4T65E	\$1553.50
13.	CHEVROLET	4L80E	\$1332.50
14.	CHEVROLET	4L85E	\$1332.50
15.	CHEVROLET	6L90	\$2463.50
16.	CHEVROLET	4L60E	\$1202.50
17.	CHRYSLER	45RFE	\$1462.50
18.	CHRYSLER	604	\$1235.00
19.	CHRYSLER	606	\$1332.50
20.	CHRYSLER	5-45RFE	\$1462.50
21.	CHRYSLER	42RLE	\$1397.50
22.	ALLISON	SERIES 1000	\$2073.50
23.	ALLISON	SERIES 2000	\$2242.50
24.	ALLISON	SERIES 3000	\$3503.50
25.	HOURLY RATES	\$75 ⁰⁰ HR LIGHT DUTY \$85 ⁰⁰ HR MEDIUM/HEAVY DUTY	

*NOTE TO BIDDERS: THE UNIT PRICE MUST INCLUDE ALL CHARGES FOR A COMPLETE TRANSMISSION OVERHAUL, INCLUDING THE PICK-UP AND RETURN OF THE VEHICLE

VARIATIONS: ALL TRANSMISSIONS WILL CARRY AN EXCLUSIVE
4 YR. WARRANTY

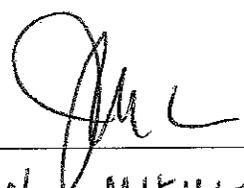
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SIGNATURE PAGE

Woodliffe Transmissions Inc.

T/A: Goodeal Transmissions

SIGNED



COMPANY

NAME

John MIKULSKI

ADDRESS

531 Mantua Ave. (Rt. 45)

TITLE

Pres.

Woodbury, N.J.

DATE

5/9/14

CITY

Woodbury,

STATE

N.J.

TELE #

(856)

848-1919

ZIP

08096

FAX #

(856)

848-4819

E-MAIL

goodealtransmissions@verizon.net

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON **MAY 15, 2014 AT 10:00AM**, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

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

ITEM UNIT PRICE	MFGR	MODEL	
1. \$ <u>1,500.</u>		FORD	AX4S
2. \$ <u>1,500.</u>		FORD	5R55E
3. \$ <u>1,500.</u>		FORD	AX4N
4. \$ <u>1,500.</u>		FORD	4R70W
5. \$ <u>2,250.</u>		FORD	6F50N
6. \$ <u>1,500.</u>		FORD	4R75W
7. \$ <u>1,650.</u>		FORD	4R100
8. \$ <u>1,995.⁰⁰</u>		FORD	5R110W
9.	FORD	4F50N	\$ <u>1,500.</u>
10.	FORD	5R55W	\$ <u>1,750.</u>
11.	CHEVROLET	4T45E	\$ <u>1,500.</u>
12.	CHEVROLET	4T65E	\$ <u>1,500.</u>

13.	CHEVROLET	4L80E	\$ <u>1,500.</u>
14.	CHEVROLET	4L85E	\$ <u>1,500.</u>
15.	CHEVROLET	6L90	\$ <u>2,500.</u>
16.	CHEVROLET	4L60E	\$ <u>1,500.</u>
17.	CHRYSLER	45RFE	\$ <u>1,500.</u>
18.	CHRYSLER	604	\$ <u>1,300.</u>
19.	CHRYSLER	606	\$ <u>1,300.</u>
20.	CHRYSLER	5-45RFE	\$ <u>1,500.</u>
21.	CHRYSLER	42RLE	\$ <u>1,500.</u>
22.	ALLISON	SERIES 1000	\$ <u>2500.</u>
23.	ALLISON	SERIES 2000	\$ <u>2,500.</u>
24.	ALLISON	SERIES 3000	\$ <u>5500.</u>
25.	HOURLY RATES		\$ <u>65.00 P/HR.</u>

***NOTE TO BIDDERS: THE UNIT PRICE MUST INCLUDE ALL CHARGES FOR A COMPLETE TRANSMISSION OVERHAUL, INCLUDING THE PICK-UP AND RETURN OF THE VEHICLE**

VARIATIONS: NONE

21

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE COUNTY DIVISION OF SOCIAL SERVICES TO ASSIST IN THE ADMINISTRATION OF NEW JERSEY'S MEDICAL ASSISTANCE PROGRAMS WITHIN THE COUNTY, INCLUDING MEDICAID AND CHILDREN'S HEALTH INSURANCE PROGRAMS

WHEREAS, the New Jersey Department of Human Services (DHS) is the state agency responsible for administering New Jersey's medical assistance programs, including Medicaid and the Children's Health Insurance Program (CHIP), in accordance with federal and state regulations; and

WHEREAS, DHS is permitted by federal and state regulations to delegate the authority to make eligibility determinations to government agencies; and

WHEREAS, the County Division of Social Services (DSS) is responsible for performing various functions, including making eligibility determinations, in order to assist the DHS in its responsibility to administer the Medicaid and CHIP programs within the County; and

WHEREAS, DHS is requiring that the County execute a Memorandum of Understanding (MOU) in order to memorialize the responsibilities and procedures for administering New Jersey's medical assistance programs; and

WHEREAS, DHS is requiring all counties to enter into such an MOU; and

WHEREAS, it is therefore necessary and appropriate to authorize the Freeholder Director to sign the MOU; and

WHEREAS, pursuant to federal regulations, termination of the MOU is within the sole discretion of the DHS.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to, a Memorandum of Understanding with the New Jersey Department of Human Services for the County Division of Social Services to assist in the administration of New Jersey's medical assistance programs within the county, including Medicaid and Children's Health Insurance Programs.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

MEMORANDUM OF UNDERSTANDING

BETWEEN THE STATE OF NEW JERSEY

DEPARTMENT OF HUMAN SERVICES

AND

(Gloucester County Division of Social Services)

Regarding

**THE ADMINISTRATION OF NEW JERSEY'S MEDICAID
AND CHILDRENS HEALTH INSURANCE PROGRAMS**

WHEREAS, the Department of Human Services ("DHS"), and **Gloucester County Division of Social Services**, (together, the "Parties") mutually desire to enter into a Memorandum of Understanding ("MOU") for the purposes set forth below; and

WHEREAS, the DHS is the single state agency responsible for administering New Jersey's medical assistance programs, including Medicaid and the Children's Health Insurance Program ("CHIP"), in accordance with 42 U.S.C. 1396a(a)(5), N.J.S.A. 30:4D-5, N.J.S.A. 30:4J-10 and N.J.A.C. 10:49-1.2(a); and

WHEREAS, the DHS is permitted to delegate the authority to make eligibility determinations to government agencies, in accordance with 42 C.F.R. 431.10, N.J.S.A. 30:4D-7, N.J.S.A. 30:4J-12 and N.J.A.C. 10:49-1.2(a); and

WHEREAS, the CWA is responsible for performing certain functions, including eligibility determinations, in order to assist the DHS in its responsibility to administer Medicaid and CHIP, in accordance the Medicaid State Plan and CHIP State Plan, the current and future State Appropriations Act, as well as the applicable provisions of N.J.A.C. 10:49-1.1 et seq., N.J.A.C. 10:69-1.1 et seq., N.J.A.C. 10:70-1.1 et seq., N.J.A.C. 10:71-1.1 et seq., N.J.A.C. 10:72-1.1 et seq., N.J.A.C. 10:78-1.1 et seq., N.J.A.C. 10:79-1.1 et seq. and any waivers or demonstration projects as well as any federal State Health Official Letter, New Jersey Medicaid Communications or other official policy guidance as well as any future regulations promulgated under federal or state law; and

WHEREAS, the DHS is responsible for exercising oversight of the CWA's Medicaid eligibility determinations and instituting corrective action as needed, in accordance with 42 C.F.R. 431.10(c); and

WHEREAS, the DHS is responsible for maintaining a CHIP accounting system that is in compliance with Federal law, in accordance with 42 C.F.R. 457.226; and

WHEREAS, the Parties seek to enter into a written agreement memorializing the Parties' responsibilities and expectations, in accordance with 42 C.F.R. 431.10(d); and

WHEREAS, this MOU memorializes the Parties' responsibilities and procedures for administering New Jersey's medical assistance programs, in accordance with State and federal law;

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM:** This MOU shall remain in effect until and unless terminated as set forth in paragraph (2) below.
2. **TERMINATION:**
 - a. The DHS may terminate this MOU within its sole discretion, in accordance with 42 C.F.R. 431.10(e)(3)(ii). In setting a termination date, the DHS shall consider the CWA's responsibilities to its county residents, employee civil service rules and the efficient transfer of applications and ongoing cases.
 - b. Any termination of this MOU shall be without prejudice to any obligations or liabilities of the Parties already accrued prior to such termination. Upon termination, any and all rights and obligations of each and all Parties hereto shall end. All funds expended are accountable through the cost allocation system.
3. **MEDICAID AND CHIP PROGRAM ADMINISTRATION:** The CWA shall be responsible for performing certain functions in assisting the DHS's administration of New Jersey's medical assistance programs, including but not limited to, CHIP and Medicaid. It is understood that the CWA will not be responsible for cases that are the sole responsibility of other entities (i.e. Social Security Administration, Xerox etc.). The CWA agrees to comply with the DHS's quality control and oversight, including any reporting requirements as directed by DHS, in accordance with 42 C.F.R. 431.10(d)(2). The CWA further agrees that its eligibility determinations will conform with 42 C.F.R. 431.10(c)(3).
4. **COMPLIANCE:** The CWA agrees to assist in the DHS's administration of New Jersey's aforementioned medical assistance programs, in accordance the Medicaid State Plan and CHIP State Plan, the current and future State Appropriations Act, as well as the applicable provisions of N.J.A.C. 10:49-1.1 *et seq.*, N.J.A.C. 10:69-1.1 *et seq.*, N.J.A.C. 10:70-1.1 *et seq.*, N.J.A.C. 10:71-1.1 *et seq.*, N.J.A.C. 10:72-1.1 *et seq.*, N.J.A.C. 10:78-1.1 *et seq.*, N.J.A.C. 10:79-1.1 *et seq.* and any waivers or demonstration projects as well as any federal State Health Official Letter, New Jersey Medicaid Communications or other official policy guidance as well as any future regulations promulgated under federal or State law.

5. **ADDITIONAL AGREEMENTS:** The Parties may enter into additional agreements with each other which supplement this MOU, including agreements on inter-agency payments and specific procedures which effectuate this MOU.
6. **RECORDS:** The books, records, documents, financial statements and accounting procedures and practices of the CWA or any subcontractor relevant to this MOU shall be subject to inspection, examination and audit by the State, the Department of Law and Public Safety, the N.J. Department of Human Services, the State Legislative Auditor, the Comptroller General of the United States, the U.S. Department of Health and Human Services, the N.J. Office of the State Comptroller or any authorized representatives of those entities.
7. **NO ASSIGNMENT:** The CWA shall neither assign, subcontract, transfer, nor delegate any rights or responsibilities under this MOU without the prior and ongoing written consent of DHS.
8. **INVALIDITY:** In the event that any provision of this MOU is rendered invalid or unenforceable by any federal or State law, or State or federal court with jurisdiction said provision(s) hereof will be immediately void and may be re-negotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this MOU that are not in question shall remain in full force and effect.
9. **GOVERNING LAW:** This MOU shall be construed and interpreted according to the laws of the State of New Jersey.
10. **ENTIRE UNDERSTANDING:** This MOU constitutes the entire understanding among the Parties and may only be modified by a written amendment signed by the Parties.
11. **PURPOSE, AMENDMENT, THIRD PARTY BENEFICIARIES:** This MOU is being entered into for the sole purpose of evidencing the mutual understanding and intention of the parties. It may be amended, modified, and supplemented at any time by mutual consent in writing signed by the Parties. There are no third party beneficiaries of this MOU.

12. COUNTERPARTS: This MOU may be executed in counterpart on separate signature pages and each fully signed MOU shall be enforceable.

THEREFORE, the Parties hereto have caused this MOU to be signed on the dates set forth below:

Signed: _____

Freeholder Director's: Robert M. Damming Date

CWA: Gloucester County Division of Social Services

Valerie J. Harr, Director
Division of Medical Assistance & Health Services
New Jersey Department of Human Services
Date

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TITLE XIX. GRANTS TO STATES FOR MEDICAL ASSISTANCE PROGRAMS > § 1396a. State plans for
medical assistance [Caution: See prospective amendment notes below.]Citation: **42 U.S.C. 1396a***42 USCS § 1396a*

UNITED STATES CODE SERVICE

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All rights reserved.*** Current through PL 113-81, with a gap of PL 113-79,
approved 2/12/2014 ***TITLE 42. THE PUBLIC HEALTH AND WELFARE
CHAPTER 7. SOCIAL SECURITY ACT
TITLE XIX. GRANTS TO STATES FOR MEDICAL ASSISTANCE
PROGRAMS**Go to the United States Code Service Archive
Directory***42 USCS § 1396a*§ 1396a. State plans for medical assistance [Caution: See
prospective amendment notes below.]

(a) Contents. A State plan for medical assistance must--

(1) provide that it shall be in effect in all political
subdivisions of the State, and, if administered by them, be
mandatory upon them;(2) provide for financial participation by the State equal to
not less than 40 per centum of the non-Federal share of the
expenditures under the plan with respect to which payments
under section 1903 [42 USCS § 1396b] are authorized by
this title [42 USCS §§ 1396 et seq.]; and, effective July 1,
1969, provide for financial participation by the State equal
to all of such non-Federal share or provide for distribution of
funds from Federal or State sources, for carrying out the
State plan, on an equalization or other basis which will
assure that the lack of adequate funds from local sources
will not result in lowering the amount, duration, scope, or
quality of care and services available under the plan;

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(3) provide for granting an opportunity for a fair hearing before the State agency to any individual whose claim for medical assistance under the plan is denied or is not acted upon with reasonable promptness;

(4) provide (A) such methods of administration (including methods relating to the establishment and maintenance of personnel standards on a merit basis, except that the Secretary shall exercise no authority with respect to the selection, tenure of office, and compensation of any individual employed in accordance with such methods, and including provision for utilization of professional medical personnel in the administration and, where administered locally, supervision of administration of the plan) as are found by the Secretary to be necessary for the proper and efficient operation of the plan, (B) for the training and effective use of paid subprofessional staff, with particular emphasis on the full-time or part-time employment of recipients and other persons of low income, as community service aides, in the administration of the plan and for the use of nonpaid or partially paid volunteers in a social service volunteer program in providing services to applicants and recipients and in assisting any advisory committees established by the State agency, (C) that each State or local officer, employee, or independent contractor who is responsible for the expenditure of substantial amounts of funds under the State plan, each individual who formerly was such an officer, employee, or contractor, and each partner of such an officer, employee, or contractor shall be prohibited from committing any act, in relation to any activity under the plan, the commission of which, in connection with any activity concerning the United States Government, by an officer or employee of the United States Government, an individual who was such an officer or employee, or a partner of such an officer or employee is prohibited by section 207 or 208 of title 18, United States Code, and (D) that each State or local officer, employee, or independent contractor who is responsible for selecting, awarding, or otherwise obtaining items and services under the State plan shall be subject to safeguards against conflicts of interest that are at least as stringent as the safeguards that apply under section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) [41 USCS §§ 2101 et seq.] to persons described in subsection (a)(2) of such section of that Act [41 USCS § 2102(a)(3)];

(5) either provide for the establishment or designation of a single State agency to administer or to supervise the administration of the plan; or provide for the establishment or designation of a single State agency to administer or to supervise the administration of the plan, except that the determination of eligibility for medical assistance under the plan shall be made by the State or local agency administering the State plan approved under title I or XVI [42 USCS §§ 301 et seq. or 1381 et seq.] (insofar as it relates to the aged) if the State is eligible to participate in the State plan program established under title XVI [42 USCS §§ 1381 et seq.], or by the agency or agencies administering the supplemental security income program established under title XVI [42 USCS §§ 1381 et seq.] or the State Plan approved under part A of title IV [42 USCS §§ 601 et seq.] if the State is not eligible to participate in the State plan program established under title XVI [42 USCS §§ 1381 et seq.];

⚡ History

⚡ Interpretive Notes and Decisions

⚡ History; Ancillary Laws and Directives

⚡ Code of Federal Regulations

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Federal Procedure:

- > 2 Civil Rights Actions (Matthew Bender), ch 7, Deprivation of Rights Under Color of State Law--General Principles (Civil Rights Act of 1871, 42 U.S.C. § 1983) P 7.05.
- > 6 Civil Rights Actions (Matthew Bender), ch F5, Government Benefits and Services; Licenses § F5.01.
- > 6 Administrative Law (Matthew Bender), ch 50A, Private Right of Action § 50A.05.

Criminal Law and Practice:

- > 5 Business Crime (Matthew Bender), ch 26, Fraud in the Health Care Industry P 26.06.

Annotations:

- > Propriety of Federal Court's Abstention, Under *Burford v. Sun Oil Co.*, 319 U.S. 315, 63 S. Ct. 1098, 87 L. Ed. 1424 (1943), as to Claim that State or Local Statute or Regulation, or Application Thereof, Violates Federal Constitution or Conflicts with Federal Statute or Regulation--Social Welfare and Family Law Issues. 32 ALR Fed 2d 327.
- > Application of "Spousal Impoverishment Provisions" of Medicare Catastrophic Coverage Act (42 U.S.C.A. § 1396r-5 [42 USCS § 1396r-5]). 186 ALR Fed 437.
- > Gender Reassignment or "Sex Change" Surgery as Covered Procedure Under State Medical Assistance Program. 60 ALR6th 627.

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42 CFR 431.10

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*** issue of the Federal Register ***

TITLE 42 -- PUBLIC HEALTH
CHAPTER IV -- CENTERS FOR MEDICARE & MEDICAID SERVICES, DEPARTMENT OF HEALTH AND
HUMAN SERVICES
SUBCHAPTER C -- MEDICAL ASSISTANCE PROGRAMS
PART 431 -- STATE ORGANIZATION AND GENERAL ADMINISTRATION
SUBPART A -- SINGLE STATE AGENCY

Go to the CFR Archive Directory

42 CFR 431.10

§ 431.10 Single State agency.

(a) Basis, purpose, and definitions. (1) This section implements section 1902(a)(4) and (5) of the Act.

(2) For purposes of this part--

Appeals decision means a decision made by a hearing officer adjudicating a fair hearing under subpart E of this part.

Exchange has the meaning given to the term in 45 CFR 155.20.

Exchange appeals entity has the meaning given to the term "appeals entity," as defined in 45 CFR 155.500.

Medicaid agency is the single State agency for the Medicaid program.

(b) Designation and certification. A State plan must--

(1) Specify a single State agency established or designated to administer or supervise the

administration of the plan; and

(2) Include a certification by the State Attorney General, citing the legal authority for the single State agency to--

(i) Administer or supervise the administration of the plan; and

(ii) Make rules and regulations that it follows in administering the plan or that are binding upon local agencies that administer the plan.

(3) The single State agency is responsible for determining eligibility for all individuals applying for or receiving benefits in accordance with regulations in part 435 of this chapter and for fair hearings filed in accordance with subpart E of this part.

(c) Delegations. (1) Subject to the requirement in paragraph (c)(2) of this section, the Medicaid agency--

(i)(A) May, in the approved state plan, delegate authority to determine eligibility for all or a defined subset of individuals to--

(1) The single State agency for the financial assistance program under title IV-A (in the 50 States or the District of Columbia), or under title I or XVI (AABD), in Guam, Puerto Rico, or the Virgin Islands;

(2) The Federal agency administering the supplemental security income program under title XVI of the Act; or

(3) The Exchange.

(B) Must in the approved state plan specify to which agency, and the individuals for which, authority to determine eligibility is delegated.

(ii) Delegate authority to conduct fair hearings under subpart E of this part for denials of eligibility for individuals whose income eligibility is determined based on the applicable modified adjusted gross income standard described in § 435.911(c) of this chapter, to an Exchange or Exchange appeals entity, provided that individuals who have requested a fair hearing of such a denial are given a choice to have their fair hearing instead conducted by the Medicaid agency.

(2) The Medicaid agency may delegate authority to make eligibility determinations or to conduct fair hearings under this section only to a government agency which maintains personnel standards on a merit basis.

(3) The Medicaid agency--

(i) Must ensure that any agency to which eligibility determinations or appeals decisions are delegated--

(A) Complies with all relevant Federal and State law, regulations and policies, including, but not limited to, those related to the eligibility criteria applied by the agency under part 435 of this chapter; prohibitions against conflicts of interest and improper incentives; and safeguarding confidentiality, including regulations set forth at subpart F of this part.

(B) Informs applicants and beneficiaries how they can directly contact and obtain information from the agency; and

(ii) Must exercise appropriate oversight over the eligibility determinations and appeals decisions made by such agencies to ensure compliance with paragraphs (c)(2) and (c)(3)(i) of this section and institute corrective action as needed, including, but not limited to, rescission of the authority

delegated under this section.

(iii) If authority to conduct fair hearings is delegated to the Exchange or Exchange appeals entity under paragraph (c)(1)(ii) of this section, the agency may establish a review process whereby the agency may review fair hearing decisions made under that delegation, but that review will be limited to the proper application of federal and state Medicaid law and regulations, including sub-regulatory guidance and written interpretive policies, and must be conducted by an impartial official not directly involved in the initial determination.

(d) Agreement with Federal, State or local entities making eligibility determinations or appeals decisions. The plan must provide for written agreements between the Medicaid agency and the Exchange or any other State or local agency that has been delegated authority under paragraph (c)(1)(i) of this section to determine Medicaid eligibility and for written agreements between the agency and the Exchange or Exchange appeals entity that has been delegated authority to conduct Medicaid fair hearings under paragraph (c)(1)(ii) of this section. Such agreements must be available to the Secretary upon request and must include provisions for:

- (1) The relationships and respective responsibilities of the parties, including but not limited to the respective responsibilities to effectuate the fair hearing rules in subpart E of this part;
 - (2) Quality control and oversight by the Medicaid agency, including any reporting requirements needed to facilitate such control and oversight;
 - (3) Assurances that the entity to which authority to determine eligibility or conduct fair hearings will comply with the provisions set forth in paragraph (c)(3) of this section.
 - (4) For appeals, procedures to ensure that individuals have notice and a full opportunity to have their fair hearing conducted by either the Exchange or Exchange appeals entity or the Medicaid agency.
- (e) Authority of the single State agency. The Medicaid agency may not delegate, to other than its own officials, the authority to supervise the plan or to develop or issue policies, rules, and regulations on program matters.

HISTORY:

[44 FR 17930, Mar. 23, 1979; 77 FR 17144, 17202, Mar. 23, 2012; 78 FR 42160, 42300, July 15, 2013]

AUTHORITY:

Sec. 1102 of the Social Security Act, (42 U.S.C. 1302).

NOTES:

[EFFECTIVE DATE NOTE: 77 FR 17144, 17202, Mar. 23, 2012, added paragraphs (c)(3), (c)(4), and (c)(5), and revised paragraphs (d), and (e)(3), effective Jan. 1, 2014; 78 FR 42160, 42300, July 15, 2013, provides that the amendments to this section published on Mar. 23, 2012 (77 FR 17144), which were to become effective Jan. 1, 2014, are now effective Oct. 1, 2013, and amended this section, effective Oct. 1, 2013.]

NOTES APPLICABLE TO ENTIRE CHAPTER:

[PUBLISHER'S NOTE: Nomenclature changes affecting Chapter IV appear at 45 FR 53806, Aug. 13, 1980; 50 FR 12741, Mar. 29, 1985; 50 FR 33034, Aug. 16, 1985; 51 FR 41338, Nov. 14, 1986; 53 FR 6634, Mar. 2, 1988; 53 FR 47201, Nov. 22, 1988; 56 FR 8852, Mar. 1, 1991; 66 FR 39450, 39452, July 31, 2001; 67 FR 36539, 36540, May 24, 2002; 77 FR 29002, 29028, May 16, 2012.]

NOTES APPLICABLE TO ENTIRE PART:



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Citation: **42 cfr 457.226**

42 CFR 457.226

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TITLE 42 -- PUBLIC HEALTH
CHAPTER IV -- CENTERS FOR MEDICARE & MEDICAID SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES
SUBCHAPTER D -- CHILDREN'S HEALTH INSURANCE PROGRAMS (CHIPS)
PART 457 -- ALLOTMENTS AND GRANTS TO STATES
SUBPART B -- GENERAL ADMINISTRATION -- REVIEWS AND AUDITS; WITHHOLDING FOR FAILURE TO COMPLY; DEFERRAL AND DISALLOWANCE OF CLAIMS; REDUCTION OF FEDERAL MEDICAL PAYMENTS

[Go to the CFR Archive Directory](#)

42 CFR 457.226

§ 457.226 Fiscal policies and accountability.

A State plan must provide that the CHIP agency and, where applicable, local agencies administering the plan will --

- (a) Maintain an accounting system and supporting fiscal records to assure that claims for Federal funds are in accord with applicable Federal requirements;
- (b) Retain records for 3 years from date of submission of a final expenditure report;
- (c) Retain records beyond the 3-year period if audit findings have not been resolved; and
- (d) Retain records for nonexpendable property acquired under a Federal grant for 3 years from the date of final disposition of that property.

HISTORY:

[65 FR 33616, 33626, May 24, 2000]

12

RESOLUTION AUTHORIZING EXECUTION OF ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR RENEWAL OF STATE REIMBURSEMENT OF A PART OF THE COUNTY MENTAL HEALTH ADMINISTRATOR'S SALARY

WHEREAS, the New Jersey Division of Mental Health and Addiction Services continues to provide reimbursement for a part of Gloucester County's Mental Health Administrator's salary pursuant to State Community Mental Health Services Regulation N.J.A.C. 10:37-3.8 for State Fiscal Year 2014/2015; and

WHEREAS, the amount of such reimbursement is 75% of the Administrator's salary up to a maximum of \$12,000.00; and

WHEREAS, State reimbursement for the Mental Health Administrator's salary is paid on a quarterly basis contingent upon:

1. The County meeting the requirements of the regulations;
2. The Division's approval of the Administrator's credentials; and
3. Receipt and approval by the Division of quarterly certificates of satisfactory employment, signed by the chairperson of County Mental Health Board; and

WHEREAS, the State has indicated that \$12,000.00 is available for such salary reimbursement for the period July 1, 2014 through June 30, 2015; and

WHEREAS, the Department of Health, Senior and Disability, Division of Disability Services, reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct; and

WHEREAS, the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED, the Freeholder Director is authorized to sign, and the Clerk of the Board is authorized to attest to, any and all documents necessary to apply for renewal of State reimbursement of a part of the County Mental Health Administrator's salary in the amount of \$12,000.00 from July 1, 2014 through June 30, 2015.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E-3

RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR RENEWAL OF THE LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT FROM JULY 1, 2014 TO JUNE 30, 2015 IN AN AMOUNT NOT TO EXCEED \$273,535.00

WHEREAS, the County desires to renew the Local Core Capacity for Public Health Emergency Preparedness Grant (BT Grant) from the State Department of Health and Senior Services,, which grant provides for the upgrading, integrating and evaluating of regional local public health preparedness for, and response to, bio-terrorism, outbreaks of other infectious disease, other public health threats and emergencies through a Grant renewal; and

WHEREAS, the grant application for renewal is for the Bio-terrorism one (1) year funding cycle from July1, 2014 to June 30, 2015; and

WHEREAS, the funds requested from the State Department of Health and Senior Services, in an amount not to exceed \$273,535.00; and

WHEREAS, the County's Department of Health, Senior and Disability Services reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the County's Department of Health, Senior, and Disability Services has submitted the grant application to the County's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to sign, and Clerk of the Board is hereby authorized to attest to, any and all documents necessary to apply to the New Jersey Department of Health, Senior, and Disability Services for the grant entitled Bio-terrorism in the amount not to exceed \$273,535.00 from July 1, 2014, to June 30, 2015; and

BE IT FURTHER RESOLVED that, upon receipt of the fully executed application for grant funds from the New Jersey Department of Health and Senior Services, the funds will be used pursuant to the terms of said Grant agreement; and

BE IT FUTHER RESOLVED that the Gloucester County Department of Health, Senior and Disability Services will be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO SIGN A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS

WHEREAS, Gloucester County, through its Division of Social Services, administers various Work First New Jersey Programs, which are funded by the federal and state governments; and

WHEREAS, included in the funding are federal funds for administration and case management of the aforesaid programs ("the funds"); and

WHEREAS, pursuant to federal regulations, a transaction between the State and the County, including the County's receipt from the State of the funds, is a "lower tier transaction"; and

WHEREAS, The State Department of Human Services, Division of Family Development, which allocates the funds, has informed the Division of Social Services that, as part of the funding allocation process, the County is required by federal regulations to sign a certification of debarment, formally entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," stating that neither the County nor its principals are prohibited by the federal government from participating in the transaction.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the Freeholder Director be and is hereby authorized to sign a "Certification regarding Debarment, Suspension, and Eligibility and Voluntary Exclusion - Lower Tier Covered Transactions" for the purpose of receiving funding for the administration and case management of the various Work First New Jersey Programs by the Division of Social Services.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ES

RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" IN THE AMOUNT OF \$1,500.00 FROM JULY 1, 2014 TO SEPTEMBER 30, 2014 FOR THE PURPOSE OF PROVIDING SERVICES TO THE SENIOR FARM MARKET NUTRITION PROGRAM

WHEREAS, the County, through its Division of Senior Services, desires to apply for funding in the amount of \$1,500 for a "mini grant" from the New Jersey WIC Services for the purpose of defraying the costs of providing services to the Senior Farmer's Market Nutrition Program, enabling the Division of Senior Services to continue to provide Farm Market Vouchers to low income seniors residing in Gloucester County; and

WHEREAS, the Board of Chosen Freeholders of the County deems this to be beneficial to the citizens of the County; and

WHEREAS, the grant period shall be from July 1, 2014, to September 30, 2014, in the amount of \$1,500.00; and

WHEREAS, the County's Division of Senior Services has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the County's Division of Senior Services has submitted the grant application to the New Jersey Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by New Jersey WIC Services for the administration of such grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to, any and all documents to apply to New Jersey Department of Human Services, New Jersey WIC Services, for a "mini grant" in the amount of \$1,500 for the period July 1, 2014, to September 30, 2014, for the purpose of defraying the costs of providing services to the Senior Farmer's Market Nutrition Program for the senior residents of Gloucester County; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

EL6

**RESOLUTION AUTHORIZING AWARD OF A SPLIT CONTRACT, FOR SUPPLY OF PAPER PRODUCTS TO THE DEPARTMENT OF SENIOR SERVICES FOR NUTRITION PROGRAMS AS PER PD-014-18, FROM JULY 25, 2014 TO JULY 24, 2016
(1) CAMDEN BAG AND PAPER FOR AN AMOUNT NOT TO EXCEED \$25,000.00 AND
(2) OFFICE BASICS FOR AN AMOUNT NOT TO EXCEED \$15,000.00**

WHEREAS, the County of Gloucester has advertised for the receipt of public bids for supply and delivery of paper products for the Division of Senior Services Nutrition and Serv-a-Tray Programs, pursuant to PD-014-18; and

WHEREAS, after following proper bidding procedure, it was determined that Camden Bag and Paper Co., LLC, 114 Gaither Drive, Mount Laurel, NJ 08054, was one of the lowest responsive and responsible bidders to supply such products, in an amount not to exceed \$25,000.00 per year; and

WHEREAS, after following proper bidding procedure, it was further determined that Office Basics, Inc., 22 Creek Circle, Boothwyn, PA 19061 was one of the lowest responsive and responsible bidders to supply such products, in amount not to exceed \$15,000.00 per year; and

WHEREAS, the contracts shall be for estimated units of service, on an as-needed basis, from July 25, 2014 to July 24, 2016. The contracts are therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2015 and beyond the first three (3) months of 2016 is conditioned upon the approval of the 2014 and 2015 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, is hereby authorized to execute, and the Clerk of the Board is authorized to attest to, the execution of the contracts for supply of paper products to the Department of Senior Services for Nutrition Programs, pursuant to PD-014-18, with Camden Bag and Paper Co., LLC., in an amount not to exceed \$25,000.00 per year, and Office Basics, Inc. for an amount not to exceed \$15,000.00 per year, from July 25, 2014 to July 24, 2016.

BE IT FURTHER RESOLVED that prior to any purchase being made pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from 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 July 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

Elo

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

THIS CONTRACT is made effective the 25th day of June, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **CAMDEN BAG AND PAPER CO., LLC.**, with offices at 114 Gaither Drive, Mt. Laurel, New Jersey 08054 hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the supply and delivery of paper products for the Gloucester County Nutrition Program run by the County's Division of Senior Services, as set forth in **PD-014-18**; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period of two years, from July 25, 2014 to July 24, 2016.
2. **COMPENSATION.** Contract shall be for estimated units of services, to provide said supplies, which shall be as set forth in attachment "A", which is attached hereto and made a part of this contract, in an amount not to exceed \$25,000.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all services. 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 specifications identified as PD-014-18, which are incorporated herein and made a part hereof by reference.

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

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the

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

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

6. **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.

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

A. Pursuant to the termination provisions set forth in the Bid Specifications PD-014-18, 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.

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

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

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

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

8. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but

not limited to, all finished or unfinished documents, data, studies, surveys, maps, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

9. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned or 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.

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

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

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

12. **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 County incurs expense 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.

13. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations

owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

14. **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.

15. **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.

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

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

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

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

20. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor, including its agents and employees, is an independent Vendor and is not an agent or employee of the County or the DSS. All liability to persons actually providing services for payment or charges relating to wages or other compensation shall be the sole responsibility of the Carrier.

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

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

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

24. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications identified as PD-014-18, and the bidder's bid package, all of which are referred to and incorporated herein by reference and Attachment "A". Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2014.

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:

CAMDEN BAG AND PAPER CO., LLC

BY:
Title:

EL6

PD 014-018		VENDOR:		VENDOR:		VENDOR:	
Bid Opening 5/21/14 10:00am		Camden Bag & Paper		Office Basics		Central Poly Corp.	
SUPPLY AND DELIVERY OF PAPER PRODUCTS		114 Gaither Drive		22 Creek Circle		2400 Bedle Place	
		Mt. Laurel, NJ 08054		Boothwyn, PA 19061		Linden NJ 07036	
		Fred Rasmussen VP		Katherine Leighton		Andrew Hoffer	
		(856)727-3313		800 541-5855		908 862-7570	
		(856)727-4114 Fax		800 225-4049 Fax		908 862-9019 Fax	
ITEM	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Dessert Cups, plastic, 4 oz., 2500/cs Solo # P040 or equal Annual estimated quantity: 36 cs	\$44.78	\$1612.08	No Bid	No Bid	No Bid	No Bid
2	Dessert Cup Lids, Plastic, 4 oz., 2500/cs solo #904P or equal Annual estimated quantity: 30 cs	\$38.93	\$1167.90	No Bid	No Bid	No Bid	No Bid
3	Foam Cups, 10 oz, 1000/cs dart # 10-B-20 or equal Annual estimated quantity: 60 cs	\$39.20	\$2352.00	\$33.65	\$2019.00	No Bid	No Bid
4	Foam cup lids, 1000/cs dart #20 JL or equal Annual estimated quantity: 45 cs	\$36.80	\$1656.00	\$17.50	\$787.50	No Bid	No Bid
5	Place mats, white 10"x10", 1000/cs American #343 or equal Annual estimated quantity: 50 cs	\$17.80	\$890.00	No Bid	No Bid	No Bid	No Bid
6	Napkins, white, 15"x17", 5000/cs ft., Howard #363 or equal Annual estimated quantity: 25 cs	\$28.00	\$700.00	No Bid	No Bid	No Bid	No Bid
7	Paper towels, bleached, plyfold 2400/cs, ft. Howard #206-or equal Annual estimated quantity: 18 cs	\$15.20	\$273.60	\$17.95	\$323.10	\$15.19	\$273.42
8	Toilet tissue white, 2 ply 500 sheets 96/cs gen't paper #612 or equal Annual estimated quantity: 10 cs	\$31.00	\$310.00	\$28.90	\$289.00	\$30.99	\$309.90
9	Plates, Plastic, 9", 500/cs, dart or equal Annual estimated quantity: 160 cs	\$30.50	\$4880.00	\$26.50	\$4240.00	No Bid	No Bid
10	Folding tray, shallow plate hinged 200/cs, mobil # THJ-010 or equal Annual estimated quantity: 92 cs	\$15.88	\$1460.96	No Bid	No Bid	No Bid	No Bid
11	Cold Cups, flat bottom, 7 oz., 2500 cs solo or equal Annual estimated quantity: 8 cs	\$44.88	\$359.04	No Bid	No Bid	No Bid	No Bid
12	Poly gloves, disposable, medium 1000/cs, impact # 6W100 or equal						

	Annual estimated quantity: 15 cs	\$4.88	\$73.20	No Bid	\$5.96	\$89.40	No Bid
13	Chix Wipers 14" x 24", 200, CS Chicopee Mill # 8310 or equal 10 cs	\$15.60	\$166.00	\$145.75	\$1457.50	No Bid	No Bid
14	Poly bags, plain 8" x 3" x 15", 1000/cs lands or equal Annual estimated quantity: 10 cs	\$16.60	\$166.00	No Bid	\$25.00	\$250.00	No Bid
15	Bowls, 12 oz., 1000/cs dart # 36 712 or equal Annual estimated quantity: 45 cs	\$31.80	\$1431.00	\$14.20	\$639.00	No Bid	No Bid
16	Clear Bags, 16"x14"x36", 250cs Lands or equal Annual estimated quantity: 30 cs	\$21.68	\$650.40	\$17.50	\$525.00	\$591.00	\$38.86
17	Aluminum Trays w/lids 250/cs, pca # 71390P or equal Annual estimated quantity: 400 cs	\$48.80	\$19,520.00	No Bid	No Bid	No Bid	No Bid
18	Bags, sandwich, wax, 1000 cs, 6"x 7 5/8", aztec or equal Annual estimated quantity: 15 cs	\$14.98	\$224.70	No Bid	No Bid	No Bid	No Bid
19	Paper plates, plastic coated 6" 1000/cs, solo or equal Annual estimated quantity: 25 cs	\$12.65	\$316.25	\$49.65	\$1241.25	No Bid	No Bid
20	Cups, styrofoam, 1000/cs, dart #8J8 or equal Annual estimated quantity: 30 cs	\$19.88	\$596.40	\$16.95	\$508.50	\$35.60	\$1068.00
	Delivery Date		7 to 10 Days	14 Days	5 to 7 Days	5 to 20 Days	
	Variations:		#7 Putney Put 100 Brand Vari.	#12 Priced per case of 1000			
			#8 Nittany Paper Brand Vari.	but only sold in case of 10,000			
			#16 Clear Bags Brand Vari.				
	Will you extend your prices to local government entities within the County	NO	YES	YES	YES	YES	YES
THE TERM OF THE CONTRACT SHALL BE FOR TWO YEARS FROM DATE OF AWARD.							
	Bid Specifications sent to:	Unipak Corp	WB Mason	Prime Vendor	CPS Paper Group	Graphic Paper NY	
		Calico Industries			Euclid Info Tech		
Based upon the bids received, I recommend we award items 1,2,5,6,7,10,11,12,13,14,17,18,19, to Camden Bag and Paper and items 3,4,8,9,15,16,20 to Office Basics as the lowest responsive responsible bidders.							
				Sincerely,			
				Robert J. McErlane			
				Purchasing			

Elle

NAME FRED RASMUSSEN ADDRESS 114 Gaither Drive Mt. Laurel
TITLE VICE PRESIDENT NJ 08054
DATE 5/20/14 CITY Mt. Laurel STATE NJ
TELE# 856-727-3313 ZIP 08054
FAX# 856-727-4114 E-MAIL RRIEGER@CAMDENBAG.com

Camden Bag & Paper Co., LLC
114 Gaither Drive
Mt. Laurel, NJ 08054

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE REQUIREMENT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON May 21, 2014 AT 10:00 AM, LOCAL TIME, IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD STREET, WOODBURY, NJ 08096.

THE SUCCESSFUL BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES SPECIFIED BELOW.

Camden Bag & Paper Co., LLC
 114 Gaither Drive
 Mt. Laurel, NJ 08054

<u>PRICE</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL EST. QTY.</u>	<u>UNIT</u>
		<u>TOTAL</u>		
\$ <u>44.78</u>	1	DESSERT CUPS, PLASTIC, 4 OZ, 2500/CS, SOLO # P040 OR EQUAL		36 CS
	2	DESSERT CUP LIDS, PLASTIC, 4 OZ, 2500/CS, SOLO # 904P OR EQUAL	30 CS	\$ <u>38.93</u>
\$ <u>39.20</u>	3	FOAM CUPS, 10 OZ, 1000/CS DART #10-B-20 OR EQUAL		60 CS
	4	FOAM CUP LIDS, 1000/CS, DART # 20 JL OR EQUAL	45 CS	\$ <u>36.80</u>
	5	PLACE MATS, WHITE, 10" X 10", 1000/CS, AMERICAN # 343 OR EQUAL	50 CS	\$ <u>17.80</u>
	6	NAPKINS, WHITE, 15" X 17", 5000/CS, FT. HOWARD # 363 OR EQUAL	25 CS	\$ <u>28.00</u>
	7	PAPER TOWELS, BLEACHED, PLYFOLD, 2400/CS, FT. HOWARD # 206-03 OR EQUAL	18 CS	\$ <u>15.20</u>
	8	TOILET TISSUE, WHITE, 2 PLY, 500 SHEETS, 96/CS, GEN'L PAPER #612 OR EQUAL	10 CS	\$ <u>31.00</u>
	9	PLATES, PLASTIC, 9", 500/CS, DART OR EQUAL	160 CS	\$ <u>30.50</u>
	10	FOLDING TRAY, SHALLOW PLATE HINGED, 200/CS, MOBIL # THI-010 OR EQUAL 3 Comp. Foam	92 CS	\$ <u>15.88</u>

11	COLD CUPS, FLAT BOTTOM, 7 OZ, 2500/CS, SOLO OR EQUAL 7N 25	8 CS	\$ <u>44.88</u>
12	POLY GLOVES, DISPOSABLE, MEDIUM, 1000/CS, IMPACT # 6W100 OR EQUAL	15 CS	\$ <u>4.88</u>
13	CHIX WIPERS, 14" X 24", 200/CS, CHICOPEE MILL # 8310 OR EQUAL	10 CS	\$ <u>15.60</u>
14	POLY BAGS, PLAIN, 8" X 3" X 15", 1000/CS, LANDIS OR EQUAL	10 CS	\$ <u>16.60</u>
15	BOWLS, 12 OZ, 1000/CS, DART # 36-712 OR EQUAL	45 CS	\$ <u>31.80</u>
16	CLEAR BAGS, 16" X 14" X 36", 500/CS, LANDIS 30 CS OR EQUAL	30 CS	\$ <u>21.68</u>
17	ALUMINUM TRAYS W/LIDS, 250/CS, PCA # 71390P OR EQUAL	400 CS	\$ <u>48.80</u>
18	BAGS, SANDWICH, WAX, 1000/CS, 6" X 7 5/8", 15 CS AZTEC OR EQUAL	15 CS	\$ <u>14.98</u>
19	PAPER PLATES, PLASTIC COATED, 6", 1000/CS, SOLO OR EQUAL	25 CS	\$ <u>12.65</u>
20	CUPS, STYROFOAM, 1000/CS, DART # 8J8 OR EQUAL	30 CS	\$ <u>19.88</u>

DELIVERY DATE: 7-10 DAYS ARO

(MUST BE COMPLETED BY BIDDER)

VARIATIONS

Camden Bag & Paper Co., LLC
114 Gaither Drive
Mt. Laurel, NJ 08054

SIGNATURE PAGE

SIGNED:  COMPANY CAMDEN BAG & PAPER
Co. LLC

Bo

SIGNATURE PAGE

SIGNED  COMPANY OFFICE BASICS
NAME KATHLEEN WEIGHON ADDRESS 22 CREEK CIRCLE BOOTHWYN PA
TITLE SALES REP
DATE 5/18/14 CITY BOOTHWYN STATE PA
TELE# 800 541 5855 ZIP 19061
FAX# 800 225 4049 E-MAIL KLEIGHON@OFFICEBASICS.COM

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE REQUIREMENT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON May 21, 2014 AT 10:00 AM, LOCAL TIME, IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD STREET, WOODBURY, NJ 08096.

THE SUCCESSFUL BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES SPECIFIED BELOW.

<u>ITEM DESCRIPTION</u>	<u>EST. QTY.</u>	<u>ANNUAL PRICE</u>	<u>UNIT TOTAL</u>
1 DESSERT CUPS, PLASTIC, 4 OZ, 2500/CS, # P040 OR EQUAL	36 CS	\$ _____	SOLO
2 DESSERT CUP LIDS, PLASTIC, 4 OZ, 2500/CS, # 904P OR EQUAL	30 CS	\$ _____	SOLO
3 ^{BOWLS} FOAM CUPS, 10 OZ, 1000/CS DART #10-B-20 OR EQUAL	60 CS	\$ <u>33.65</u>	\$ 2019.00
4 ^{D/C} FOAM CUP LIDS, 1000/CS, DART # 20 JL OR EQUAL	45 CS	\$ <u>17.50</u>	\$ 787.50
5 PLACE MATS, WHITE, 10" X 10", 1000/CS, AMERICAN # 343 OR EQUAL	50 CS	\$ _____	
6 NAPKINS, WHITE, 15" X 17", 5000/CS, FT. HOWARD # 363 OR EQUAL	25 CS	\$ _____	
7 PAPER TOWELS, BLEACHED, PLYFOLD, 2400/CS, FT. HOWARD # 206-03 OR EQUAL	18 CS	\$ <u>17.95</u>	\$ 323.10
8 TOILET TISSUE, WHITE, 2 PLY, 500 SHEETS, 96/CS, GEN'L PAPER #612 OR EQUAL ^{PUTNEY PUT 100}	10 CS	\$ <u>28.90</u>	289.00
9 ^{NITNEY PAPER NIT NP 9650033} PLATES, PLASTIC, 9", 500/CS, DART ^{D/C 9PWF}	160 CS	\$ <u>26.50</u>	4240.00

OR EQUAL

- 10 FOLDING TRAY, SHALLOW PLATE HINGED, 200/CS, MOBIL # THI-010 OR EQUAL 92 CS \$ _____
- 11 COLD CUPS, FLAT BOTTOM, 7 OZ, 2500/CS, SOLO OR EQUAL 8 CS \$ _____
- 12 POLY GLOVES, DISPOSABLE, MEDIUM, 1000/CS, IMPACT # 6W100 OR EQUAL 15 CS \$ _____
- 13 CHIX WIPERS, 14" X 24", 200/CS, CHICOPEE MILL # 8310 OR EQUAL *CAF 8310* 10 CS \$ 145.75 #/457.50
- 14 POLY BAGS, PLAIN, 8" X 3" X 15", 1000/CS, LANDIS OR EQUAL 10 CS \$ _____
- 15 BOWLS, 12 OZ, 1000/CS, DART # 36-712 OR EQUAL *DRC 12BWWC* 45 CS \$ 14.20 639.00
- 16 CLEAR BAGS, 16" X 14" X 36", 500/CS, LANDIS 30 CS OR EQUAL \$ 17.50 525.00
- 17 ALUMINUM TRAYS W/LIDS, 250/CS, PCA # 71390P OR EQUAL 400 CS\$ _____
- 18 BAGS, SANDWICH, WAX, 1000/CS, 6" X 7 5/8", 15 CS AZTEC OR EQUAL \$ _____
- 19 PAPER PLATES, PLASTIC COATED, 6", 1000/CS, SOLO OR EQUAL *S10 MP6SYM* 25 CS \$ 49.65 1241.25
- 20 CUPS, STYROFOAM, 1000/CS, DART # 8J8 OR EQUAL *DRC 8J8* 30 CS \$ 16.95 OR 508.50

DELIVERY DATE: 14 DAYS ARO

TOTAL 12,029.85

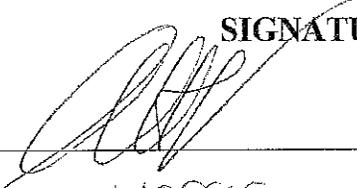
(MUST BE COMPLETED BY BIDDER)

VARIATIONS

- ~~# 7~~ PUTNEY PUT 100 BRAND VARIATION ONLY
- ~~# 8~~ NITAN/PAPER NIT NP9650033 BRAND VARIATION ONLY
- ~~# 16~~ CLEAR BAGS BRAND VARIATION ONLY

Elo

SIGNATURE PAGE

SIGNED  COMPANY CANTON DAILY BAG CORP.
NAME Andrew Hoffert ADDRESS 2400 Biddle Pl.
TITLE President
DATE 9/14/14 CITY Winona STATE NJ
TELE # 908 802 7570 ZIP 07030
FAX # 908 802 9019 E-MAIL Bids@CANTONDAILY.COM

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE REQUIREMENT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON May 21, 2014 AT 10:00 AM, LOCAL TIME, IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD STREET, WOODBURY, NJ 08096.

THE SUCCESSFUL BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES SPECIFIED BELOW.

<u>PRICE</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL EST. QTY.</u>	<u>UNIT</u>
\$ _____	1	DESSERT CUPS, PLASTIC, 4 OZ, 2500/CS, SOLO # P040 OR EQUAL		36 CS
	2	DESSERT CUP LIDS, PLASTIC, 4 OZ, 2500/CS, SOLO # 904P OR EQUAL	30 CS	\$ _____
\$ _____	3	FOAM CUPS, 10 OZ, 1000/CS DART #10-B-20 OR EQUAL		60 CS
	4	FOAM CUP LIDS, 1000/CS, DART # 20 JL OR EQUAL	45 CS	\$ _____
	5	PLACE MATS, WHITE, 10" X 10", 1000/CS, AMERICAN # 343 OR EQUAL	50 CS	\$ _____
	6	NAPKINS, WHITE, 15" X 17", 5000/CS, FT. HOWARD # 363 OR EQUAL	25 CS	\$ _____
	7	PAPER TOWELS, BLEACHED, PLYFOLD, 2400/CS, FT. HOWARD # 206-03 OR EQUAL <i>Purity # P100B</i>	18 CS	\$ <u>15.19/CS</u>
	8	TOILET TISSUE, WHITE, 2 PLY, 500 SHEETS, 96/CS, GEN'L PAPER #612 OR EQUAL <i>ATCS # A235</i>	10 CS	\$ <u>30.99</u>

9	PLATES, PLASTIC, 9", 500/CS, DART OR EQUAL	160 CS	\$ _____
10	FOLDING TRAY, SHALLOW PLATE HINGED, 200/CS, MOBIL # THI-010 OR EQUAL	92 CS	\$ _____
11	COLD CUPS, FLAT BOTTOM, 7 OZ, 2500/CS, SOLO OR EQUAL	8 CS	\$ _____
12	POLY GLOVES, DISPOSABLE, MEDIUM, 1000/CS, IMPACT # 6W100 OR EQUAL <i>SUREX # FEALHD</i>	15 CS	\$ <u>5.90/CS</u>
13	CHIX WIPERS, 14" X 24", 200/CS, CHICOPEE MILL # 8310 OR EQUAL	10 CS	\$ _____
14	POLY BAGS, PLAIN, 8" X 3" X 15", 1000/CS, LANDIS OR EQUAL	10 CS	\$ <u>25.00/CS</u>
15	BOWLS, 12 OZ, 1000/CS, DART # 36-712 OR EQUAL	45 CS	\$ _____
16	CLEAR BAGS, 16" X 14" X 36", 500/CS, LANDIS 30 CS OR EQUAL	30 CS	\$ <u>19.70/CS</u>
17	ALUMINUM TRAYS W/LIDS, 250/CS, PCA # 71390P OR EQUAL	400 CS	\$ _____
18	BAGS, SANDWICH, WAX, 1000/CS, 6" X 7 5/8", 15 CS AZTEC OR EQUAL	15 CS	\$ _____
19	PAPER PLATES, PLASTIC COATED, 6", 1000/CS, SOLO OR EQUAL	25 CS	\$ _____
20	CUPS, STYROFOAM, 1000/CS, DART # 8J8 OR EQUAL	30 CS	\$ <u>35.60/CS</u>

DELIVERY DATE: 5-7 BUS DAYS ARO

(MUST BE COMPLETED BY BIDDER)

VARIATIONS

#12 - Poly Gloves - Priced per case of 1000 as requested but only supplied per master case of 10,000.

Elc

SIGNATURE PAGE

SIGNED John Ke COMPANY ALL AMERICAN POLY
NAME Nikki Klem ADDRESS 40 TURNER PLACE
TITLE BID AGENT PISCATAWAY, NJ 08854
DATE 5/19/2014 CITY _____ STATE _____
TELE # 732-752-3200 ext 1124 ZIP _____
FAX # FAX# 732-752-2305 E-MAIL email: zeke@allampoly.com

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE REQUIREMENT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON May 21, 2014 AT 10:00 AM, LOCAL TIME, IN THE PURCHASING DEPARTMENT, 2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD STREET, WOODBURY, NJ 08096.

THE SUCCESSFUL BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES SPECIFIED BELOW.

<u>PRICE</u>	<u>ITEM</u>	<u>DESCRIPTION</u> <u>TOTAL</u>	<u>ANNUAL</u> <u>EST. QTY.</u>	<u>UNIT</u>
\$ _____	1	DESSERT CUPS, PLASTIC, 4 OZ, 2500/CS, SOLO # P040 OR EQUAL		36 CS
	2	DESSERT CUP LIDS, PLASTIC, 4 OZ, 2500/CS, SOLO # 904P OR EQUAL	30 CS	\$ _____
\$ _____	3	FOAM CUPS, 10 OZ, 1000/CS DART #10-B-20 OR EQUAL		60 CS
	4	FOAM CUP LIDS, 1000/CS, DART # 20 JL OR EQUAL	45 CS	\$ _____
	5	PLACE MATS, WHITE, 10" X 10", 1000/CS, AMERICAN # 343 OR EQUAL	50 CS	\$ _____
	6	NAPKINS, WHITE, 15" X 17", 5000/CS, FT. HOWARD # 363 OR EQUAL	25 CS	\$ _____
	7	PAPER TOWELS, BLEACHED, PLYFOLD, 2400/CS, FT. HOWARD # 206-03 OR EQUAL	18 CS	\$ _____
	8	TOILET TISSUE, WHITE, 2 PLY, 500 SHEETS, 96/CS, GEN'L PAPER #612 OR EQUAL	10 CS	\$ _____

9	PLATES, PLASTIC, 9", 500/CS, DART OR EQUAL	160 CS	\$ _____
10	FOLDING TRAY, SHALLOW PLATE HINGED, 200/CS, MOBIL # THI-010 OR EQUAL	92 CS	\$ _____
11	COLD CUPS, FLAT BOTTOM, 7 OZ, 2500/CS, SOLO OR EQUAL	8 CS	\$ _____
12	POLY GLOVES, DISPOSABLE, MEDIUM, 1000/CS, IMPACT # 6W100 OR EQUAL	15 CS	\$ _____
13	CHIX WIPERS, 14" X 24", 200/CS, CHICOPEE MILL # 8310 OR EQUAL	10 CS	\$ _____
14	POLY BAGS, PLAIN, 8" X 3" X 15", 1000/CS, LANDIS OR EQUAL	10 CS	\$ _____
15	BOWLS, 12 OZ, 1000/CS, DART # 36-712 OR EQUAL	45 CS	\$ _____
16	CLEAR BAGS, 16" X 14" X 36", 500/CS, LANDIS 30 OR EQUAL		\$ <u>38.86</u>
17	ALUMINUM TRAYS W/LIDS, 250/CS, PCA # 71390P OR EQUAL	400 CS	\$ _____
18	BAGS, SANDWICH, WAX, 1000/CS, 6" X 7 5/8", 15 CS AZTEC OR EQUAL	15 CS	\$ _____
19	PAPER PLATES, PLASTIC COATED, 6", 1000/CS, SOLO OR EQUAL	25 CS	\$ _____
20	CUPS, STYROFOAM, 1000/CS, DART # 8J8 OR EQUAL	30 CS	\$ _____

DELIVERY DATE: 5-20 DAYS ARO

(MUST BE COMPLETED BY BIDDER)

VARIATIONS

NO FREIGHT CHARGES ON ORDERS OVER \$500.00

ALL AMERICAN POLY
 40 TURNER PLACE
 PISCATAWAY, NJ 08854
 732-752-3200 ext 1124
 email: zeke@allampoly.com

E1

**RESOLUTION AUTHORIZING APPLICATION TO THE STATE DEPARTMENT OF
COMMUNITY AFFAIRS FOR THE RECREATIONAL OPPORTUNITIES ACT
GRANT FROM JULY 1, 2014 TO JUNE 30, 2015 IN THE TOTAL AMOUNT OF
\$24,000, WHICH INCLUDES A CASH MATCH BY THE COUNTY OF \$4,000.00**

WHEREAS, the County of Gloucester desires to submit a grant application to the State Department of Community Affairs for a Recreational Opportunities Act Grant for the period from July 1, 2014 to June 30, 2015; and

WHEREAS, the grant application request will enable the Department of Health, Senior and Disability Services, Division of Disability Services to provide a planned program of leisure activities to our residents who are blind and visually impaired, along with peers who do not have disabilities; and

WHEREAS, the grant is in the initial amount of \$20,000.00, and requires a local cash match up 20%, thereby requiring the County to appropriate \$4,000.00, resulting in a total grant amount of \$24,000.00; and

WHEREAS, the Department of Health, Senior and Disability, Division of Disability Services reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct; and

WHEREAS, the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED, the Freeholder Director be and is hereby authorized to sign, and the Clerk of the Board be and is hereby authorized to attest to, any and all documents necessary to for the filing of a grant application with the State Department of Community Affairs for the Recreational Opportunities Act Grant in the amount of \$20,000.00 with a cash match by the County of \$4,000.00, for a total grant amount of \$24,000.00, from July 1, 2014 to June 30, 2015; and

BE IT FURTHER RESOLVED, that the Department of Health, Senior and Disability Services, Division of Disability Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING THE FILING OF A JOINT APPLICATION TO NJ TRANSIT FOR THE FY'2015 SECTION 5311 RURAL TRANSPORTATION GRANT, IN THE TOTAL AMOUNT OF \$152,389.50 WITH AN IN-KIND MATCH OF \$50,796.50, FROM JULY 1, 2014 TO JUNE 30, 2015 AND THE FY'2015 SENIOR CITIZEN AND DISABLED RESIDENTS TRANSPORTATION PROGRAM, IN THE TOTAL AMOUNT OF \$470,465.00, FROM JANUARY 1, 2015 TO DECEMBER 31, 2015

WHEREAS, the FY'2015 Section 5311 Rural Transportation Grant will be used to transport transit-dependent rural residents to non-emergency medical appointments and to various facilities and to cover operational expenses incurred by the County Division of Transportation Program (DTS) Program in the provision of transportation; and

WHEREAS, the County is applying for the FY'2015 Section 5311 Rural Transportation Grant in the total amount of \$152,389.50 with an in-kind match of \$50,796.50, from July 1, 2014 to June 30, 2015; and

WHEREAS, the FY'2015 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) is through casino tax revenue available to the County Division of Transportation Program (DTS) to provide demand-responsive, subscription and flexible route transportation to elderly and disable residents and covers administrative and operational expenses incurred by the DTS Program in the provision of transportation; and

WHEREAS, the County is applying for the FY'2015 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) in the total amount of \$470,465.00, from January 1, 2015 to December 31, 2015; and

WHEREAS, the application for the FY'2015 Section 5311 Rural Transportation Grant and the FY'2015 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) will be submitted to NJ Transit as a joint application; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Department of Human Services reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of any and all documents relative to the application and acceptance of the FY'2015 Section 5311 Rural Transportation Grant, in the total amount of \$152,389.50 with an in-kind match of \$50,796.50, from July 1, 2014 to June 30, 2015 and the FY'2015 Senior Citizen and Disabled Residents Transportation Assistance Program (SCDRTAP) in the total amount of \$470,465.00, from January 1, 2015 to December 31, 2015 from NJ Transit.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST;

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH WOODBURY CITY BOARD OF EDUCATION TO DECREASE THE CONTRACT AMOUNT BY \$15,000.00

WHEREAS, the County awarded a contract on January 18, 2012 to Woodbury City Board of Education for the provision of an after-school and summer program for targeted youth, especially minorities, in grades 3 - 5 living in the City of Woodbury, as more particularly set forth in RFP-012-14; and

WHEREAS, the contract was awarded for a term from January 1, 2012 to December 31, 2012, with the option to extend for two (2) one year terms, dependent on availability of funds; and

WHEREAS, the County exercised its right to extend for one (1) one year term, from January 1, 2013 to December 31, 2013 on January 23, 2013 and for (1) one year term, from January 1, 2014 to December 31, 2014 on January 16, 2014; and

WHEREAS, an amendment has become necessary due to Woodbury City Board of Education's inability to expend funds during the term of the contract and a decrease in funds is necessary which was unanticipated; and

WHEREAS, the Woodbury City Board of Education contract will be decreased by \$15,000.00, resulting in a maximum contract amount of \$45,000.00, from January 1, 2014 to December 31, 2014; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of an Amendment to the contract with Woodbury City Board of Education to decrease the maximum contract amount by \$15,000.00, resulting in a maximum contract amount \$45,000.00, from January 1, 2014 to December 31, 2014 and all other terms and provisions of the original contract shall remain in full force and effect; and

BE IT FURTHER RESOLVED that prior to any purchase being made or service rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of Gloucester County certifying that sufficient monies are available at that time for particular purpose, identifying the line item from the County Budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

**AMENDMENT TO CONTRACT BETWEEN
WOODBURY CITY BOARD OF EDUCATION
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 18th of January, 2012 (Per RFP - 012-14), by and between Woodbury City Board of Education and the County of Gloucester.

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

The Contract is amended due to the inability to expend funds during the term of the contract. This amendment will decrease the maximum contract amount by \$15,000.00, resulting in a maximum contract amount of \$45,000.00.

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

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Addendum and State requirements, shall remain in full force and effect.

THIS ADDENDUM is effective as of the 25th day of June, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**WOODBURY CITY BOARD OF
EDUCATION**

By:
Title:

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH YOUTH ADVOCATE PROGRAM, INC. TO DECREASE THE CONTRACT AMOUNT BY \$15,812.00

WHEREAS, the County awarded a contract on January 18, 2012 to Youth Advocate Program, Inc. for the provision of a gang and delinquency program for Gloucester County youth living in Paulsboro and Glassboro, as more particularly set forth in RFP #012-002-YSC-07; and

WHEREAS, the contract was awarded for a term from January 1, 2012 to December 31, 2012, with the option to extend for two (2) one year terms, dependent on availability of funds; and

WHEREAS, the County exercised its right to extend for one (1) one year term, from January 1, 2013 to December 31, 2013 on January 23, 2013 and for (1) one year term, from January 1, 2014 to December 31, 2014 on January 16, 2014; and

WHEREAS, an amendment has become necessary due to Youth Advocate Program, Inc.'s inability to expend funds during the term of the contract and a decrease in funds is necessary which was unanticipated; and

WHEREAS, the Youth Advocate Program, Inc. contract will be decreased by \$15,812.00, resulting in a maximum contract amount of \$25,468.00, from January 1, 2014 to December 31, 2014; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of an Amendment to the contract with Youth Advocate Program, Inc. to decrease the maximum contract amount by \$15,812.00, resulting in a maximum contract amount \$25,468.00, from January 1, 2014 to December 31, 2014 and that all other terms and provisions of the original contract shall remain in full force and effect; and

BE IT FURTHER RESOLVED that prior to any purchase being made or service rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of Gloucester County certifying that sufficient monies are available at that time for particular purpose, identifying the line item from the County Budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

**AMENDMENT TO CONTRACT BETWEEN
YOUTH ADVOCATE PROGRAM, INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 18th of January, 2012 (Per RFP #012-002-YSC-07), by and between Youth Advocate Program, Inc. and the County of Gloucester.

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

The Contract is amended due to the inability to expend funds during the term of the contract. This amendment will decrease the maximum contract amount by \$15,812.00, resulting in a maximum contract amount of \$25,468.00.

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

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Addendum and State requirements, shall remain in full force and effect.

THIS ADDENDUM is effective as of the 25th day of June, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

YOUTH ADVOCATE PROGRAM, INC.

By:
Title:

RESOLUTION APPROVING A CONCESSIONAIRE CONTRACT WITH BOGEY'S CAFÉ & CLUB, LLC TO OPERATE RESTAURANT AND CATERING SERVICES AT THE PITMAN GOLF COURSE FROM JULY 1, 2014 TO JUNE 30, 2019 AND PROVIDING FOR CERTAIN PAYMENTS AND REIMBURSEMENTS TO THE COUNTY

WHEREAS, the County of Gloucester is the owner and operator of the Gloucester County Pitman Golf Course, which includes a full-service clubhouse containing a commercial kitchen and restaurant/bar area, a walk up concession stand on the golf course and a temperature controlled event tent; and

WHEREAS, the County solicited proposals pursuant to requirements established by New Jersey Local Public Contract Law for the provision of restaurant and catering services more specifically described in RFP 14-013; and

WHEREAS, Bogey's Café & Club, LLC, (hereinafter "Bogey's") offered the only proposal to perform said services and the County evaluated that proposal and determines that it is fair and in the public interest to award this Contract; and

WHEREAS, the contract provides for Bogey's to pay the County \$30,000.00 annually for rental of the facility, 100% of the utility costs for the tent, and utility costs for the restaurant incrementally as follows: 0% in year one, 20% in year two, 30% in year three, 40% in year four and 50% in year five.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Contract for use and operation of the commercial kitchen, restaurant/bar area, outdoor tent and walk up concession stand at the Gloucester County Pitman Golf Course is hereby awarded to Bogey's Café & Club, LLC with terms as specifically set forth in the contract for a five year period from July 1, 2014 to June 30, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 25, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT
BETWEEN
BOGEY'S CAFÉ & CLUB, LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective this 1st day of July, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **BOGEY'S CAFÉ & CLUB, LLC**, with offices at 501 Pitman Road, Sewell, New Jersey 08080, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester is the owner of the Gloucester County Pitman Golf Course located in Mantua Township, Gloucester County, New Jersey; and

WHEREAS, as described in greater detail in the additional contract parts, the golf course clubhouse includes a restaurant/bar with a commercial kitchen, a climate controlled tent capable of providing a venue for mid to large banquets, celebrations and other catered events, and a walk-up food and beverage service window to sell refreshments on the golf course; and

WHEREAS, the County is engaging the Vendor to provide a full range of food and beverage services at the golf course facility and Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM**. This agreement shall be effective for the period commencing July 1, 2014, and concluding June 30, 2019.
2. **CONSIDERATION**. Vendor shall pay the County \$30,000.00 annually for rental of the facility. All utility costs associated with the tent will be the responsibility of the Vendor. The Vendor agrees to be responsible for utilities in and about the restaurant/bar and common areas as follows: 0% in year one; 20% in year two; 30% in year three; 40% in year four; 50% in year five.
3. **CONDITIONS PRECEDENT**. The Contract shall not be considered valid and in force unless and until Vendor has complied with the conditions precedent described in the incorporated specifications. These conditions precedent specifically include, but are not limited to: the Vendor providing to the County a Letter of Credit or other acceptable security as required by the incorporated specifications; the securing and providing to the County of all required insurances; the Vendor obtaining approval from the New Jersey Division of Alcohol Beverage Control of all required licenses and approvals; and all other conditions precedent described in the

specifications.

A further condition precedent to the validity of this Contract is the execution by Vendor of County's standard contract exhibits including, but not necessarily limited to the Non-Collusion Affidavit; Public Disclosure Statement; Affirmative Action Statement and the like.

4. **DETAILS OF PARTIES' AGREEMENT.** In addition to the provisions herein the County's specifications issued in RFP# 14-013 by the Gloucester County Purchasing Department and the "Proposal for Food and Beverage Service for the Pitman Golf Course" submitted by Vendor are incorporated into and made a part of this Contract by reference.

The parties acknowledge that the Vendor will include in its application for a special concessionaire license permission to serve alcoholic beverages from a beverage cart on the golf course. The parties further agree that Vendor is primarily responsible for securing and controlling the distribution of alcoholic beverages in the clubhouse, in the tent, from any such beverage cart and at any other location on the premises, and exercising reasonable discretion in determining to serve or not serve a particular patron. Failure to properly control the security and distribution of such alcoholic beverages may be considered by the County to be a breach of this Contract.

If in the reasonable opinion of the County, the service of alcoholic beverages on the golf course is causing inappropriate or disruptive or excessive behavior by patrons, County shall have the right to direct the Vendor to modify the manner in which such alcoholic beverages are served from the beverage cart or to direct the discontinuance of such service from the beverage cart.

5. **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. **LICENSING.** If the Vendor and/or Vendor's employees and/or agents are required to maintain a current license and/or a current registration with the State of New Jersey or with any other authorizing, licensing, or registering entity, or to obtain any permit, certification, satisfactory inspections and the like, in order to perform the services which are the subject of this contract, then prior to the effective date of this Contract, and/or during the course of this contract on the occasion of the obligation of the Vendor to obtain or renew such licenses, registrations, permits, certifications, satisfactory inspections and the like, and as a condition precedent to its taking effect or its continuation, Vendor shall provide to the County copies of the licenses, registrations, permits, certifications, and/or satisfactory inspections and the like with regard to its operation and all subject personnel who shall be performing services for the Vendor in satisfaction of the Vendor's obligation pursuant to this Contract. Said licenses, registrations, permits, certifications and/or satisfactory inspections and the like shall authorize the Vendor and its personnel to operate in the State of New Jersey and in this County and shall be in good standing and shall not be subject to any current action to revoke or suspend.

Vendor shall notify County immediately in the event of suspension, revocation, denial of renewal and/or unsatisfactory inspection 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).

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

A. If Vendor and/or any of Vendor's employees and/or agents are required to be licensed and/or registered and/or required to obtain any permits, certifications and/or satisfactory inspections and the like, in order to perform the services which are the subject of this contract, then this contract shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's or any of Vendor's employees' license, registration, permits, and/or certifications suspended or revoked, or in the event of any unsatisfactory inspection, or in the event that such entity has revoked or suspended said license, permit, certification, registration or denied the same or issued such unsatisfactory inspection. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

B. The County shall have the right, in its sole discretion, to declare this contract terminated in the event of any material breach of this contract by Vendor. Such declaration of termination shall be made consistent with the provisions of the incorporated specifications titled, "Contract Termination". Vendor shall have a period of ten days from notice by the County of the breach to cure any monetary breach. Vendor shall have a period of 30 days from the date of the notice by the County of a non-monetary breach to cure any non-monetary breach.

C. The County may terminate this Contract any time without cause by 90 days' written notice in writing from the County to the Vendor.

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

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. Vendor may terminate this Contract with the consent of the County.

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

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

10. **INSURANCE.** Vendor shall maintain and continue in full force and effect insurance policies of the kind and in the amount described in Section II., "Terms of the Contract:." Paragraph G., "Insurance" as set forth in the specifications.

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

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

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

13. **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, and all its personnel performing services for Vendor in order to enable Vendor to meet its obligations pursuant to this Contract, 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

18. **CONTRACT PARTS.** This Contract consists of the following documents:

- A. This Contract;
- B. The "Request for Proposal for Food and Beverage Service for the Pitman Golf

Course”, submitted by the Vendor;

C. The “Request for Proposal for Food and Beverage Service for the Pitman Golf Course”, identified as RFP# 14-013;

Should there occur a conflict between this Contract and the specifications, then this contract shall control.

Should there occur a conflict between this Contract and the Vendor’s submissions, then this Contract shall control.

Should there occur a conflict between the specifications and the Vendor’s submissions, then the specifications shall control.

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

THIS CONTRACT is effective as of this 1st day of July, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOGEY’S CAFÉ & CLUB, LLC

BY: _____
**AL BARTOLOMEO, CO-OWNER/
OPERATOR**

BY: _____
**ANTHONYCHRISTINZIE, CO-OWNER/
OPERATOR**

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RESOLUTION AWARDING CONTRACT TO GREENSCAPE LANDSCAPE CO. FOR TRIMMING AND/OR REMOVAL OF TREES THE COUNTY IS RESPONSIBLE FOR FROM AUGUST 19, 2014 TO AUGUST 18, 2016 IN AN AMOUNT NOT TO EXCEED \$90,000.00 PER YEAR

WHEREAS, the County of Gloucester after due notice and advertisement, received sealed bids for the trimming and/or removal of trees within the County as per PD-014-017; and

WHEREAS, bids were publicly received and opened on May 20, 2014; and

WHEREAS, after following proper public bidding procedure, it was determined that Greenscape Landscape Co., 733 Willow Grove Ave., Glenside, PA 19038 was the lowest responsive and responsible bidder to perform said services, in a contract amount not to exceed \$90,000.00 per year for the term of contract, with a County option to extend for one (1) two-year period as set forth in the bid specifications; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County budget.

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

1. That a contract is hereby awarded to Greenscape Landscape Co. for a two-year period term from August 19, 2014 to August 18, 2016 with a County option to extend for one (1) two-year period, in an amount not to exceed \$90,000.00 per year, payable in accordance with the contract terms;
2. That the Director of the Board is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to the execution of, the Contract attached hereto between the County and Greenscape Landscape Co., for the provision of trimming and/or removal of trees within the County in accordance with PD-014-017.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
GREENSCAPE LANDSCAPE CO.**

THIS CONTRACT is made effective the 19th day of August, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at, 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **GREENSCAPE LANDSCAPE CO.** with offices at 733 Willow Grove Avenue, Glenside, PA 19038, hereinafter referred to as "**Contractor**".

RECITAL

WHEREAS, there exists a need for the trimming and removal of trees within County right-of-ways and at various County properties and facilities; and

WHEREAS, this Contract is awarded pursuant to and consistent with the terms and provisions of New Jersey's Local Public Contract's Law, N.J.S.A. 40A:11-1 et seq.; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be for a period of two (2) years from the date of the award of the contract, with a County option to extend the contract for one (1) two-year period consistent with the County's bid specifications identified as PD 014-017 (hereinafter the "Specifications").
2. **COMPENSATION.** Contractor shall be paid for estimated units of service in an amount not to exceed \$90,000.00 per year for a two (2) year period, consistent with the specifications and Contractor's Bid.

It is agreed and understood that this is an open-ended Contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the Contract after December 31, 2014 is specifically conditioned upon the approval of the 2015 County budget, and subsequent years' budgets for any extensions of this Contract.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the Specifications identified as PD 014-017, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract, and the Specifications, this Contract shall prevail.

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 Specifications.

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

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

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

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

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

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

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

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of any license or permit 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, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed or to maintain permits 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 or permit suspended, or in the event that such entity has revoked or suspended said license or permit. 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 at any time for public convenience 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.

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

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

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

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

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

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

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of the County or infringe on the rights of the public.
14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by written change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement in writing before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel, or upon prior written approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.
23. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Contractor's Bid, 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 Contractor's Bid, then this Contract and the Specifications shall prevail.

THIS CONTRACT is dated the 19th day of August, 2014.

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:

GREENSCAPE LANDSCAPE CO.

BY: _____
ROBERT DAMENJIAN, PRESIDENT

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<p>PD 014-017 Bid Opening 5/20/2014</p>		
<p>TRIMMING AND OR REMOVAL OF TREES FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBER CK-01-GC</p>		
<p>Vendor: Greenscape Landscape Con. 733 Willow Grove Ave Glenside, PA 19038 Robert Damerjian Pres. 215 881-7103 215 881-7107 Fax</p>		
<p>ITEM DESCRIPTION REGULAR MAINTENANCE (NON-PREVAILING WAGE)</p>		
<p>1 Non-emergency per hour time & material (2 man crew and equipment)</p>	\$220.00	
<p>2 Ground Man (as needed) per hour rate</p>	\$50.00	
<p>3 Flagman (as needed) per hour rate</p>	\$30.00	
<p>4 Stump Removal/Grinding per hour rate (2 man crew and equipment)</p>	\$70.00	
<p>5 Emergency (8 hours response) per hour time and material</p>	\$220.00	
<p>CONSTRUCTION, RENOVATION, REPAIR OR DEMOLITION (PREVAILING WAGE PROJECT)</p>		
<p>6 Non-emergency per hour time & material (2 man crew and equipment)</p>	\$220.00	
<p>7 Ground Man (as needed) per hour rate</p>	\$50.00	
<p>8 Flagman (as needed) per hour rate</p>	\$30.00	
<p>9 Stump Removal/Grinding per hour rate (2 man crew and equipment)</p>	\$70.00	
<p>10 Emergency (8 hours response) per hour time and material</p>	\$220.00	
<p>Variations:</p>	NONE	
<p>Will you extend your prices to local government entities within the County</p>	Yes	
<p>Bid specifications sent to:</p>	Dom's Lawn Maker Prime Vendor L&F Martin Landscape	ASI Construction Journal Rockland Tree Service
<p>THIS IS A TWO (2) YEAR CONTRACT WITH ONE TWO (2) YEAR EXTENSION</p>		
<p>Based upon the bids received, I recommend Greenscape Landscape Contractors be awarded the contract as the lowest responsive, responsible bidder.</p>		
		Sincerely, Robert J. McErlane Purchasing

Adams Greenscapes
Executive Commercial Maintenance

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SIGNATURES

SIGNED: Robert Dimejian COMPANY: Greenscape Landscaping
NAME Robert Dimejian ADDRESS 733 Willow Grove Ave.
TITLE: President Colonside, PA 19038
DATE: 5-20-14 TELE#: 215-881-7103
FAX #: 215-881-7107

To the Board of Chosen Freeholders
Of the County of Gloucester

Gentlemen:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the furnishing of tree trimming and/or removal of trees for the County of Gloucester, as per specifications for which bids were advertised to be on the date advertised at 10:00 a.m., local time.

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

It is determined the quantities listed are estimates only, which can only be increased or decreased in the manner designated in the specifications.

1. Regular Maintenance (non prevailing wage) *

A. Non-emergency per hour time & material (2 man crew and equipment)	\$ <u>220.00</u>
B. Ground Man (as needed) per hour rate	\$ <u>50.00</u>
C. Flagman (as needed) per hour rate	\$ <u>30.00</u>
D. Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$ <u>70.00</u>
E. Emergency (8 hours response) per hour time & material	\$ <u>220.00</u>

**2. Construction, renovation, repair, or demolition project
(subject to prevailing wage)**

A. Non-emergency per hour time & material (2 man crew and equipment)	\$ <u>220.00</u>
B. Ground Man (as needed) per hour rate	\$ <u>50.00</u>
C. Flagman (as needed) per hour rate	\$ <u>30.00</u>
D. Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$ <u>70.00</u>
E. Emergency (8 hours response) per hour time & material	\$ <u>220.00</u>

* Tree maintenance (i.e. trimming/pruning or the removal of trees) is not subject to the New Jersey Prevailing Wage Act, unless performed as part of, or in conjunction with, a construction, renovation, repair, or demolition project which is itself subject to the Act.

If the work is covered, there is a "Tree Cutter" work classification listed under the Heavy and General Laborer rates, found in the Statewide Wage Rate Determination.

RESOLUTION APPROVING CONTRACTS WITH MOLINARI & ASSOCIATES PC, CURRAN REALTY ADVISORS LLC, STEVEN W. BARTELT, MAI, THE HANSON ORGANIZATION PC, AND R.W. FRANKENFIELD ASSOCIATES TO PROVIDE APPRAISALS AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS AS NEEDED FROM JUNE 26, 2014 TO JUNE 25, 2015 IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR EACH CONTRACT

WHEREAS, from time to time the County of Gloucester (hereinafter the "County") has a need for appraisal and related services in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, these contract(s) 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 the provision of professional services for which bids could not be received; and

WHEREAS, the County requested proposals for such professional services, via RFP-014-020 from interested providers; and evaluated those proposals consistent with the County's fair and open procurement process, and consistent with applicable law and regulations; and

WHEREAS, the County requested proposals from interested providers then evaluated the proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq; and

WHEREAS, based on the established criteria the evaluation concluded that the following firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- Molinari & Associates, PC, Harrison Professional Building, 14 Harrison Street, Suite 202, Woodbury, NJ, 08096
- Curran Realty Advisors, LLC, 195 Nassau Street, Suite 17, Princeton, NJ, 08542
- Steven W. Bartelt, MAI, PO Box 8169, Turnersville, NJ, 08080
- The Hanson Organization, PC, 809 Second Street, Ocean City, NJ, 08226-4117
- R.W. Frankenfield Associates, 521 Middle Road, Hammonton, NJ, 08037; and

WHEREAS, each said contract for title work and related services would be for estimated services, for an amount not to exceed \$40,000.00 for each contract, as per RFP #014-020; and

WHEREAS, notwithstanding the status of this Contract as open-ended, the Purchasing Agent has certified the availability of funds in the amount of \$40,000.00 for each contract, pursuant to CAF# 14-05330 (Ed Molinari & Associates PC); #14-05331 (Curran Realty Advisors, LLC); #14-05332 (Steven W. Bartelt, MAI); #14-05333 (The Hanson Organization, PC); and #14-05334 (R. W. Frankenfield Associates, which amounts shall be charged against budget line item #T-03-08-509-372-20548.

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

1. That a contract for title work and related services on an as needed basis for land and/or development right acquisitions by the County, as needed, be awarded to: MOLINARI & ASSOCIATES PC; CURRAN REALTY ADVISORS LLC; STEVEN W. BARTELT, MAI; THE HANSON ORGANIZATION PC; R.W. FRANKENFIELD ASSOCIATES, for a period of one (1) year from June 26, 2014 to June 25, 2015, and each in an amount not to exceed \$40,000.00; and,
2. That the Director of the Board is hereby authorized to execute the contracts and the Clerk of the Board attest to the Director's signature for the aforementioned purpose on behalf of the County.

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, and shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 25, 2014, Woodbury, New Jersey.



THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND MOLINARI & ASSOCIATES PC**

THIS CONTRACT is made this 26th day of **June, 2014**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **MOLINARI & ASSOCIATES, PC**, with offices at Harrison Professional Building, 14 Harrison Street, Suite 202, Woodbury, NJ, 08096, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of services authorized under this agreement is from June 26, 2014 to June 25, 2015, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated April 7, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-020. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid in an amount not to exceed \$40,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP 14-020, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 14-020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

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

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

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 14-020 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 14-020, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 14-020, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **26th** day of **June**, 2014.

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

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MOLINARI & ASSOCIATES, PC

BY: _____
EDWARD T. MOLINARI, PRESIDENT

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND CURRAN REALTY ADVISORS, LLC**

THIS CONTRACT is made this 26th day of **June, 2014**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **CURRAN REALTY ADVISORS, LLC**, with offices at 195 Nassau Street, Suite 17, Princeton, NJ, 08542, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of services authorized under this agreement is from June 26, 2014 to June 25, 2015, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated April 24, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-020. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid in an amount not to exceed \$40,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP 14-020, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 14-020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

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

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

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 14-020 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 14-020, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 14-020, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 26th day of **June**, 2014.

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

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CURRAN REALTY ADVISORS, LLC

BY: _____
SUSANNE M. CURRAN, PRINCIPAL

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND STEVEN W. BARTELT, MAI**

THIS CONTRACT is made this 26th day of **June, 2014**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **STEVEN W. BARTELT, MAI**, with offices at PO Box 8169, Turnersville, NJ, 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of services authorized under this agreement is from June 26, 2014 to June 25, 2015, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated April 21, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-020. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid in an amount not to exceed \$40,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP 14-020, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 14-020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

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

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

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 14-020 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 14-020, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 14-020, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **26th** day of **June, 2014**.

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

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

STEVEN W. BARTELT, MAI

BY: _____
STEVEN W. BARTELT, MAI, SRA

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND THE HANSON ORGANIZATION, PC**

THIS CONTRACT is made this 26th day of **June, 2014**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **The Hanson Organization, PC**, with offices at 809 Second Street, Ocean City, NJ, 08226-4117, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **appraisals and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of services authorized under this agreement is from June 26, 2014 to June 25, 2015, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated April 21, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-020. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid in an amount not to exceed \$40,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP 14-020, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 14-020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

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

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

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 14-020 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 14-020, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 14-020, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **26th** day of **June**, 2014.

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

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

THE HANSON ORGANIZATION, PC

BY: _____
MARK J. HANSON, SCGRE, MAI, SRA

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND R.W. FRANKENFIELD ASSOCIATES**

THIS CONTRACT is made this 26th day of **June, 2014**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **R.W. FRANKENFIELD ASSOCIATES**, with offices at 521 Middle Road, Hammonton, NJ, 08037, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of appraisals and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of services authorized under this agreement is from June 26, 2014 to June 25, 2015, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated April 21, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-020. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid in an amount not to exceed \$40,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP 14-020, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 14-020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or

disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

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

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

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 14-020 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 14-020, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 14-020, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 26th day of **June, 2014**.

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

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

R.W. FRANKENFIELD ASSOCIATES

BY: _____
ROBERT W. FRANKENFIELD, OWNER

Molinari & Associates, P.C.

Harrison Professional Building
14 Harrison Street, Suite 202
Woodbury, NJ 08096

Phone: (856) 853-7622
Fax: (856) 853-7627
www.Molinari.us

April 7, 2014

Pete Mercanti, Director
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

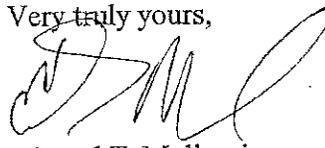
Re: RFP # 014-020
Appraisal services for land and/or development right acquisitions

Dear Mr. Mercanti:

Attached is a completed and signed proposal for my service. I believe you will find all the requested documents in order. If any additional information is needed please do not hesitate to contact me.

I appreciate the opportunity to submit this proposal and continuing to providing my service to Gloucester County.

Very truly yours,



Edward T. Molinari

attachment

Real Estate Appraisers & Consultants

- **Total price for 1 (one) appraisal for farmland, open space, engineering, or other unspecified project, at 50-acres: \$2,800 (vendor's price) *.**

This is the estimated price for a typical farmland preservation assignment. Actual fee may vary depending on the complexity of the assignment.

In addition, the proposer must demonstrate the ability to:

- A. Provide verification that the proposer is certified by the State of New Jersey for Farmland (SADC – Department of Agriculture) and Open Space (Green Acres – Department of Environmental Protection) preservation appraisal services.

My name is on the Approved Appraiser list which is accessible on the web sites for both departments.

- B. Meet all items as per the following requirements:
 1. State Certified General Real Estate Appraiser (SCGREA) pursuant to N.J.A.C. 13:40A1.2.
 2. Well equipped appraisal office with adequate resources to efficiently complete narrative appraisal reports on large scale.
 3. Meet all requirements as indicated in N.J.S.A. 4:1C-31, N.J.A.C. 2:76-6.7 for the Farmland Preservation Program. Guidelines may be found at www.state.nj.us/agriculture/sadc/appraisers.htm.
 4. Meet all requirements as per N.J.S.A. 13:8C 1-43, N.J.A.C. 7:36 – 1.1 et al. for the Green Acres Programs. Guidelines may be found at www.nj.gov/dep/greenacres/appscope.doc.
 5. Adhere to all requirements at 49CFR, Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (for County Engineering work which could include right-of-way; drainage; temporary construction; slope; traffic signal; utility easement; etc.).
 6. The vendor also agrees to provide appropriate response for any and all work performed if said work generates questions from the respective applicant(s), the New Jersey State Agriculture Development Committee (SADC), Green Acres, and/or any other applicable State agency. These responses and/or corrections will be provided to the County at no costs regardless of when the applicable eligible party requests them; even if this occurs after a vendor's contract term has expired.

Vendors should also provide a detailed listing of all past experience relative to the services requested in this proposal with particular emphasis on farmland and open space preservation appraisal experience.

See "D" in Standard Requirements of Technical Proposal.

STEVEN W BARTELT, MAI

REAL ESTATE APPRAISAL CONSULTANTS

PO Box 8169
Turnersville, NJ 08080

Office – 856-582-5892
FAX 856-582-3493
SBartelt22@comcast.net

21 April 2014

Mr. Peter M. Mercanti, Director
Purchasing Department
County of Gloucester
2 South Broad St
Woodbury, NJ 08096

COPY

RE: Request for Proposal/Qualifications/Real Estate Appraiser/Appraisal Services
RFP# 014-020 - County of Gloucester

Dear Mr Mercanti:

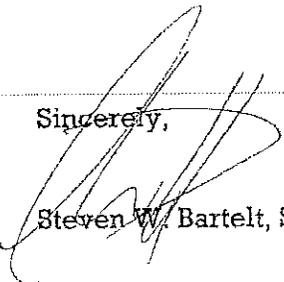
Please find attached my response to your 2014/2015 RFP. A table of contents immediately follows this introductory letter.

I have been engaged in the full time practice of real property appraisal for 32 years. In the past 19+/- years my activity has been largely concentrated in eminent domain, tax appeal and public projects (Green Acres, NJ DOT, Farmland Preservation, County Engineering for Burlington, Gloucester & Camden Counties). I am a MAI and SRA member of the Appraisal Institute and a NJ State General Certified Real Estate Appraiser, license #42RG00011400.

I believe that I have submitted all of the required material, in the manner requested. I note and agree to the General Terms & Conditions as specified in the above cited RFP.

Please call should you have any question, or if I may be of further service. Otherwise I will look forward to hearing from you in the near future.

Sincerely,



Steven W. Bartelt, SRA, MAI

SECTION I – PROPOSED FEE STRUCTURE

I am providing here base appraisal fees for typical assignments.

Engineering Appraisals - \$3100/per parcel or ownership
Green Acres Appraisals - \$3100/per parcel or ownership
Farmland Preservation Appraisals - \$2950/per parcel or ownership

The proposal specifically requested a price for "**Total price for 1 (One) appraisal for farmland, open space, engineering or other unspecified project, at 50 acres:**" I'd rather not quote a single price for all three but since it was requested that price is \$3,100.

The only "extra fee" I would anticipate is an hourly fee for testimony regarding my appraisal, required by certain engineering assignments. My typical fee for such work is \$190 per hour. I understand that the County does not pay for transportation costs.

In the past there have been projects where I have charged less due to economy afforded to large projects with similar property types. This has been done on farmland parcels and on my most recent engineering project Rt 322 By-Pass. There may be some fees that exceed these levels. This is because of the specialized nature of the reports and/or the properties. For the vast majority of cases there should be no circumstances where the fees exceeded these levels. This would be thoroughly discussed with the requesting agency prior to the start of any work.

I accept appraisal assignments from Gloucester County irrespective of the difficulty in the assignment for the base fee. My sense is that some assignments take more time and some less. In the end, this tends to balance out so that the County is not overpaying and I am making a reasonable profit.

I have never turned down an assignment from Gloucester County because of a disagreement over the proposed fee or the work involved in completing the assignment. I have always been available when the County needed me.

COPY

PROPOSAL

For RFP #014-020 PROFESSIONAL REAL ESTATE APPRAISAL SERVICES

Submitted to: Pete Mercanti, Director
Purchasing Department
County of Gloucester Administration Building
Two South Broad Street
Woodbury, NJ 08096

Date: April 24, 2014

Submitted by: *Curran Realty Advisors LLC*

Susanne M. Curran MAI, PP, SCGREA
Principal

195 Nassau Street, Suite 17
Princeton, New Jersey 08542
609-921-8778 ph
609-921-8224 fax

www.curranappraisal.com

curranappraisal@gmail.com

P. REPRESENTATION THAT SERVICES WILL BE PERFORMED WITHIN THE UNITED STATES OF AMERICA:

Curran Realty Advisors LLC represents that all services will be performed within the United States of America.

4. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL:

Cost of one Appraisal, estimated 50 acres: \$ 2,493- one report

Attached are printouts from the NJ SADC and NJ DEP approved appraiser lists showing Susanne M. Curran MAI, PP of Curran Realty Advisors LLC as an approved appraiser.

My NJ state appraisal certification was presented previously in this document.

Curran Realty Advisors LLC is an established appraisal business and can efficiently complete narrative appraisal reports on a large scale.

Susanne M. Curran MAI, PP is an experienced NJ SADC, NJ DEP and NJ DOT appraiser and is familiar with all of the program requirements for these organizations.

Selected List of Appraisals Performed for Gloucester County:

Austin	Leone
Musumeci	Stanton
Ragusa	
Cali	Knecht
Deringer	Smith
Cavallero	Garrison
Gaventa	Keefer
Stefka (5 farms)	Totaro
Patane	Five Points Shopping Center
Lanza	Shiveler
Still Run	Nicolary
Prowe	Datz
Catalbiano	Franchi
DiMaris	Grasso
King	Griffie

R. W. Frankenfield Associates

Real Estate Appraiser and Consultant

521 Middle Road
Hammonton, New Jersey 08037
Phone: 609-457-9570
Fax: 609-704-8665

April 21, 2014

Mr. Pete Mercanti, Director
Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, New Jersey 08096

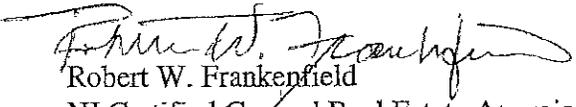
Re: Request for Proposals for Appraisal Services
For Land and/or Development Right Acquisitions
For The Gloucester County Office of Land
Preservation, Department of Public Works and/or
Other Unspecified Projects – RFP #014-020

Dear Mr. Mercanti:

In accordance with the request of Gloucester County for a proposal for Appraisal Services, I am submitting the attached information for your review. If you have any questions, please do not hesitate to contact me.

Thanking you for your attention to this matter, I remain

Very truly yours,


Robert W. Frankenfield
NJ Certified General Real Estate Appraiser

Specialized Requirements of Technical Proposal

- A. If requested, all fees will be proposed to the County of Gloucester at the time of receiving the County's Request for an appraisal. **The total price for one appraisal for farmland, Open Space, Engineering, or other unspecified project, averaging 50 acres will be \$3,000.**
- B. I meet all items as per the following requirements:
1. I am certified by the State of New Jersey State Agricultural Development Committee for conducting Farmland Appraisals, which can be verified with Mr. Paul Burns, Real Estate Appraiser, SADC. I am also certified by the State of New Jersey Department of Environmental Protection, Green Acres Program to perform appraisals. I am a NJ State Certified General Real Estate Appraiser (SCGREA) pursuant to NJAC 13:40A1.2. A copy of the certification is contained in the attachments.
 2. I have a well-equipped appraisal office containing all the necessary office equipment and reference information necessary to conduct real estate appraisals of a large scale. I will be responsible for providing all materials, tools, machinery and labor and will perform all services in a workmanlike manner. Any representative of the County is invited to inspect my office, at your convenience.
 3. I meet all requirements for completing Farmland Appraisals. A current copy of the general requirements of the SADC is available in my office.
 4. I meet all requirements for completing appraisals for the Green Acres Program. A current copy of the general requirements is available in my office.
 5. My reports are in conformance with the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs and USPAP, as required. I have had experience conducting appraisals for the New Jersey Department of Transportation over the past 20+ years.
 6. I agree to provide appropriate response for any and all work performed if said work generates questions from the respective applicant(s), the New Jersey State Agriculture Development Committee (SADC), Green Acres, and/or any other applicable State agency.
 7. I acknowledge that I would be an independent contractor and not an agent for the County of Gloucester in the performance of appraising real property.
 8. Any report analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, partial and unbiased professional analyses, opinions, and conclusions. I have no present or prospective interest in any property that is the subject of any report and no personal interest or bias with respect to the parties involved. I will have no bias with respect to any property that is the subject of the report or to the parties involved with the assignment. My engagement in any assignment is not contingent upon developing or reporting predetermined results. My compensation for completing any assignment is not contingent upon the development or reporting of a predetermined value

**PROPOSAL FOR GLOUCESTER
COUNTY REAL ESTATE APPRAISAL SERVICES RFP #014-020**

**PETE MERCANTI, DIRECTOR
PURCHASING DEPARTMENT
COUNTY OF GLOUCESTER
TWO SOUTH BROAD STREET
WOODBURY, NJ 08096**

**SUBMITTED BY: MARK J. HANSON, MAI, SRA
THE HANSON ORGANIZATION, PC
809 SECOND STREET
OCEAN CITY, NEW JERSEY 08226-4117
TELEPHONE: (609) 398-3189
FACSIMILE: (609) 398-6218
EMAIL: mhanson@hansonpc.us**

DATE: April 21, 2014

C. FACILITIES

3.1 Office Facility. The Company maintains offices at 809 Second Street in Ocean City, Cape May County, New Jersey.

3.2 Office Equipment. Office equipment includes Dell and Hewlett Packard computers, Hewlett Packard printers, business copier, Panasonic facsimile machine and filing cabinets. My computers operate Microsoft Professional Office software. Additional software includes Nuance PDF 5, Dragon Voice Recognition, Internet Explorer 9.0, Norton Security, Adobe Photoshop #11, Adobe 9 and various real estate and legal databases including Multiple Listing Service, Vital Tax Records, New Jersey Parcel Maps and Fastcase law. The scheduling of my assignments is tracked in Microsoft Outlook.

3.3 Office Staff. All staff is assigned to the Ocean City office.

D. CONFLICT OF INTEREST

4.1 Conflict of Interest. The Company agrees not to represent anyone with interests that directly conflict with the client's interests. It is agreed that the client is the County of Gloucester.

4.2 Intended Use. The intended use of the valuation services will be to assist the client in carrying out its governmental functions including but not limited to assisting with acquisitions and condemnations. The intended use of the services is its purpose and function, i.e., to acquire property through eminent domain or arms length negotiations.

4.3 Intended Users. The intended users of the services shall be the client. By identifying who the intended users are, the Company and the client will not be responsible for misuse of the valuation services by any other unauthorized user.

E. FEES

5.1 Professional Fee

The Company's professional fee for valuation services as outlined herein will be based upon a rate of One Hundred Dollars per hour (\$100.00/ per hour) for all valuation services plus all direct out-of-pocket expenses incurred as authorized by the client for the valuation services. Atypical or unusual exhibit requirements such as specialized photography or specialized maps are beyond the original scope of work and shall be an additional fee charged at cost by the Company without any additional markup by the Company to the client. Since the actual scope of work for the valuation services are unknown at the time of this proposal, the normal assignment for the intended use typically requires between 20 and 35 hours to complete indicating the range of typical costs per assignment are from \$2,000 to \$3,500. The hourly rate includes all direct out-of-pocket expenses incurred due to report production costs, computer charges, telephone costs and typical exhibit costs. The typical appraisal fee for a residential property is \$750.00. The typical appraisal fee for vacant land falls within a range of \$2,000 to \$3,500 depending on various factors. The typical appraisal fee for an income producing property falls within a range of \$3,000 to \$7,500 depending on property type and other various factors. A final fee can be determined with specificity for each assignment based upon the defined scope of work. The maximum fee for annual appraisal services is estimated to be \$40,000.

Total price for 1 (one) appraisal for farmland, open space, engineering, or other unspecified project, at 50-acres: \$3,000.00 (vendor's price).

F3

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-14-020 – Appraisal Services – Land Preservation – Steven W. Bartelt

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points.</p> <p>The vendor/liaison in on the SADC/Green Acres list. Vendor has recent experience with staff.</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points.</p> <p>Vendor indicates preservation/engineering/special projects with County in the proposal.</p>	<p style="text-align: center;">25</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points.</p> <p>Plan meets requirements. Gloucester County office indicated.</p>	<p style="text-align: center;">24</p>
<p>E. Reasonableness of Cost Proposal <u>20</u> points.</p> <p>5th lowest of respondents.</p>	<p style="text-align: center;">18</p>
<p>TOTALS</p>	<p style="text-align: center;">96</p>

F3

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-14-020 – Appraisal Services – Land Preservation – Mark Hanson, MAI

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points.</p> <p>The vendor/liaison is on the SADC/Green Acres list. Vendor has recent experience with staff.</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points.</p> <p>Vendor indicates preservation or engineering or special projects with County in the proposal.</p>	<p style="text-align: center;">24</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points.</p> <p>Plan meets requirements. South Jersey office indicated.</p>	<p style="text-align: center;">23</p>
<p>E. Reasonableness of Cost Proposal <u>20</u> points.</p> <p>Tied for 4th lowest of respondents.</p>	<p style="text-align: center;">19</p>
<p>TOTALS</p>	<p style="text-align: center;">95</p>

F3

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-14-020 – Appraisal Services – Land Preservation – R W Frankenfield

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points.</p> <p>The vendor/liaison is on the SADC/Green Acres list. Vendor has recent experience with staff.</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points.</p> <p>Vendor indicates preservation or engineering or special projects with County in the proposal.</p>	<p style="text-align: center;">24</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points.</p> <p>Plan meets requirements. South Jersey office indicated.</p>	<p style="text-align: center;">23</p>
<p>E. Reasonableness of Cost Proposal <u>20</u> points.</p> <p>Tied for 4th lowest of respondents.</p>	<p style="text-align: center;">19</p>
<p>TOTALS</p>	<p style="text-align: center;">95</p>

F3

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-14-020 – Appraisal Services – Land Preservation – Molinari & Associates

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></p> <p style="text-align: center;"><u>25</u> points.</p> <p>The vendor/liaison is on the SADC/Green Acres list. Vendor has recent experience with staff.</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u></p> <p style="text-align: center;"><u>25</u> points.</p> <p>Vendor indicates preservation/engineering/special projects with County in the proposal.</p>	<p style="text-align: center;">25</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></p> <p style="text-align: center;"><u>25</u> points.</p> <p>Plan meets requirements. Gloucester County office indicated.</p>	<p style="text-align: center;">24</p>
<p>E. Reasonableness of Cost Proposal</p> <p style="text-align: center;"><u>20</u> points.</p> <p>3rd lowest of respondents.</p>	<p style="text-align: center;">19</p>
<p>TOTALS</p>	<p style="text-align: center;">97</p>

FB

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-14-020 Appraisal Services–Land Preservation– Curran Realty Services

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. Technical Proposal contains all required information All required documentation submitted. <u> 5 </u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u> 25 </u> points. The vendor/liaison is on the SADC/Green Acres list. Vendor has recent experience with staff.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points. Vendor indicates preservation/engineering/special projects with County in the proposal.	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points. Plan meets requirements. Trenton-based office indicated (Princeton).	22
E. Reasonableness of Cost Proposal <u> 20 </u> points. Lowest of respondents.	20
TOTALS	96

F3

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05330

DATE June 6, 2014

T-03-08-509-372-20548
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$40,000.00 COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION:

Resolution authorizing a contract to Ed Molinari & Associates PC to provide appraisals and related services for land and/or development right acquisitions for one year from June 26, 2014 to June 25, 2015 in an amount not to exceed \$40,000.00 for each contract for the Office of Farmland Preservation and Open Space as per RFP - #014-020.

VENDOR: Ed Molinari & Associates, PC

ADDRESS: 14 Harrison Street, Suite 202

Woodbury, NJ 08096

DEPARTMENT HEAD APPROVAL

APPROVED

PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6/13/14

*June 25, 2014
Freeholder
Meeting*

FB

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05331

DATE June 6, 2014

T-03-08-509-372-20548
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$40,000.00 COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION:

Resolution authorizing a contract to Curran Realty Advisors, LLC to provide appraisals and related services for land and/or development right acquisitions for one year from June 26, 2014 to June 25, 2015 in an amount not to exceed \$40,000.00 for each contract for the Office of Farmland Preservation and Open Space as per RFP - #014-020.

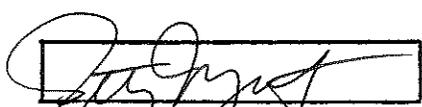
VENDOR: Curran Realty Advisors, LLC

ADDRESS: 195 Nassau Street, Suite 17

Princeton, NJ 08542


DEPARTMENT HEAD APPROVAL

APPROVED


PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6/13/14

*June 25, 2014
Freeholder
Meeting*

PB

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05332

DATE June 9, 2014

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$40,000.00 COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION:

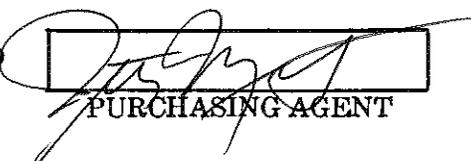
Resolution authorizing a contract to Steve W. Bartelt, MAI, to provide appraisals and related services for land and/or development right acquisitions for one year from June 26, 2014 to June 25, 2015 in an amount not to exceed \$40,000.00 for each contract for the Office of Farmland Preservation and Open Space as per RFP - #014-020.

VENDOR: Steven W. Bartelt, MAI

ADDRESS: PO Box 8169

Turnersville, NJ 08012


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6/13/14

*June 25, 2014
Freeholder
Meeting*

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

F3

Certificate of Availability of Funds

TREASURER'S NO. 14-05333

DATE June 9, 2014

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$40,000.00 COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION:

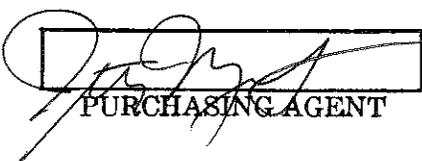
Resolution authorizing a contract to The Hanson Organization, PC to provide appraisals and related services for land and/or development right acquisitions for one year from June 26, 2014 to June 25, 2015 in an amount not to exceed \$40,000.00 for each contract for the Office of Farmland Preservation and Open Space as per RFP - #014-020.

VENDOR: The Hanson Organization, PC

ADDRESS: 809 Second Street

Ocean City, NJ 08226-4117


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6/13/14

*June 25, 2014
Freeholder
Meeting*

FB

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05334

DATE June 10, 2014

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$40,000.00 COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION:

Resolution authorizing a contract to R. W. Frankenfield Associates, to provide appraisals and related services for land and/or development right acquisitions for one year from June 26, 2014 to June 25, 2015 in an amount not to exceed \$40,000.00 for each contract for the Office of Farmland Preservation and Open Space as per RFP - #014-020.

VENDOR: R. W. Frankenfield Associates

ADDRESS: 521 Middle Road

Hammonton, NJ 08037


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6/13/14

*June 25, 2014
Freeholder
Meeting*

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF NJ CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING THE 2014 CLEAN COMMUNITIES GRANT FUNDS IN THE AMOUNT OF \$116,628.36 TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THESE ACTIVITIES

WHEREAS, the County of Gloucester (hereinafter the "County") is eligible for and does receive from the State of New Jersey funds pursuant to the NJ Clean Communities Grant Program; and

WHEREAS, as it has in the past, the County desires to transfer to the Gloucester County Improvement Authority (hereinafter "GCIA"), the Clean Communities grant funds that it has received for the year 2014; and to provide that the GCIA will administer the these grant funds consistent with the terms and provisions of the New Jersey Clean Communities Program Act, N.J.S.A.13:1E-213, et seq. (hereinafter the "Act"), and related statutory and regulatory provisions; and

WHEREAS, the actual grant funds received by the County total \$116,628.36; and

WHEREAS, it is appropriate to authorize the execution of a Shared Services Agreement in accordance with the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., by and between the County, and the GCIA, pursuant to which the GCIA shall provide services consistent with the requirements of the Clean Communities Grant Program under the Act for and on behalf of the County.

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

1. That the County shall County shall transfer to the GCIA the total sum of \$116,628.36, representing the NJ Clean Communities grant funds received by the County from the State of New Jersey for purposes of the GCIA providing Clean Communities activities in the County in accordance with the terms of the Act, and the grant;
2. That the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the execution of said Shared Services Agreement with the GCIA, delegating to the GCIA responsibility for the provision of the activities pursuant to the Clean Communities Grant Program, and the Act.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**SHARED SERVICES AGREEMENT BETWEEN THE
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY
OF GLOUCESTER FOR THE ADMINISTRATION OF THE NJ CLEAN
COMMUNITIES GRANT PROGRAM ACTIVITIES FOR THE YEAR 2014**

THIS UNIFORM SHARED SERVICES AGREEMENT (“Shared Services Agreement”), dated this ___ day of June, 2014, by and between the **Gloucester County Improvement Authority**, a body politic and corporate of the State of New Jersey (hereinafter the “GCIA”), and **The County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the GCIA is a body politic and corporate of the State of New Jersey, with its principal offices located at 109 Budd Boulevard, West Deptford, New Jersey 08096; and

WHEREAS, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, New Jersey, 08096; and

WHEREAS, the State of New Jersey has provided funds to the County through the New Jersey Department of Environmental Protection (hereinafter the “NJDEP”) in the amount \$116,628.36 (hereinafter the “Grant”) under and pursuant to the New Jersey Clean Communities Program Act, N.J.S.A.13:1E-213, et seq. (hereinafter the “Act”); and

WHEREAS, the County is therefore required by the Grant, and the Act, to provide Clean Communities Program activities consistent with the terms of the Grant and the Act (hereinafter the “Activities”); and

WHEREAS, the GCIA maintains and operates an Office of Recycling which employs personnel that are qualified, capable and willing to provide the Activities that the County is responsible to provide consistent with the terms of the Grant and the Act; and

WHEREAS, the GCIA is then able through its Office of Recycling, and its staff, based on its experience, to provide the Activities within the County in accordance with the terms of the Grant and the Act; and

WHEREAS, the GCIA has in the past provided such Activities for and on behalf of the County under prior agreements; and

WHEREAS, the County desires to delegate to the GCIA the responsibility for provision of the Activities that the County may be required to undertake in accordance with the Grant and the Act throughout the County; and

WHEREAS, the County and the GCIA desire to enter into this Shared Services Agreement for the purpose of having the GCIA provide for and in the County for the year 2014 the Activities, consistent with the terms and provisions of the Grant, the Act, and the

Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Shared Services Act"); and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including, but not limited to, counties and authorities such as the GCIA to enter agreements for the provisions of Shared Services.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND SERVICES.

(a) The GCIA shall provide through its Office of Recycling, its staff and personnel, all services necessary and appropriate to provide Activities that comply with, and are in accordance with, the Grant and the Act, as more specifically described in the statutory, regulatory and Grant program provisions for the year 2014. Such services shall include, but not be limited to, the preparation and submission to the County of, any and all financial and performance reports, plans, schedules, accountings or other documents, that may be required by either the Grant or the Act for submission to the NJDEP, or other appropriate agencies, in order to establish compliance with the requirements of the Grant and/or the Act.

(b) The GCIA warrants that it is aware of the requirements of the Grant, and the Act, and thereby of the work required to be performed under this Shared Services Agreement. The GCIA further warrants that it has the capabilities and credentials required by this Shared Services Agreement, and that it will faithfully perform the services required hereunder, and abide by the terms, conditions and other requirements of this Shared Services Agreement, the Grant, and the Act.

B. PAYMENT FROM COUNTY TO GCIA; NO PAYMENT FROM GCIA TO COUNTY.

The parties agree that the entire payment from the County to the GCIA shall consist of a transfer from the County to the GCIA of grant funds in the amount of \$116,628.36, which constitutes the entire amount received by the County from the NJDEP under and pursuant to the Act. The County shall have no obligation to make any payment or transfer any funds to the GCIA other than the transfer of the funds of the Grant received by the County from the NJDEP for 2014. The parties further agree that neither the County, nor the GCIA, shall be obligated to reimburse the other for the cost of any services rendered by either in processing, administering, or closing out the Grant in accordance with its terms, and in accordance with the requirements of the Act.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective upon the effective date noted herein below, and shall conclude on December 31, 2014, or until the Grant funds for 2014 have been exhausted, whichever is later. To the extent that additional reporting or

administrative activities are necessary or required to conclude the administration of the Activities for calendar year 2014 after this Shared Services Agreement has concluded, the GCIA shall be authorized to take such action on behalf of the County, and the County on behalf of the GCIA; and both parties agree to do so.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor GCIA intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Act for the limited purpose of the GCIA providing the services in connection with the project described in this Shared Services Agreement, including, but not limited to, the provision of the Activities for the year 2014. To the extent that this Shared Services Agreement constitutes a delegation of authority by the County, this Shared Services Agreement shall not be construed to delegate any authority other than the authority to provide the Activities, including satisfaction of any reporting requirements necessary and appropriate to carry out the requirements of the Grant and the Act.

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

The GCIA represents that it maintains General Liability and all other necessary and appropriate insurances related to the services to be performed under this Shared Services Agreement. Simultaneously with the execution of this Shared Services Agreement, the GCIA shall provide the County with Certificates of Insurance for the relevant policies; and shall provide that the County shall be named as an additional insured on all such policies.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

The GCIA and the County agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, statutes, ordinances, rules, regulations and other governmental requirements which may be applicable to the services being performed, as described and set forth in this Shared Services Agreement.

The GCIA and the County agree in the performance of this Shared Services Agreement to comply with all applicable Federal, State and Municipal laws, rules, regulations, ordinances, and written policies including, but not limited to, that which are set forth in the Grant and/or the Act.

F. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the GCIA, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document, and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The GCIA and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only, and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such state, including all matters of enforcement, validity and performance.
10. **Notices.** Notices required by the Shared Services Agreement 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 notices can not be delivered or personally served, then by any procedure for notices pursuant to the Rules of Court of the State of New Jersey.

11. **Binding Effect.** This Shared Services Agreement shall be binding on the undersigned, and their successors and assigns.
12. **Gender and Number.** Use of the singular or plural includes the other, and use of any gender includes all genders, as the context requires or permits.

G. SHARED SERVICES AGREEMENT PARTS. This Shared Services Agreement consists of this agreement document, and any and all of the documents, including amendments and supplements thereto, that make up the Grant package (hereinafter the "Grant Documents"), all of which are referred to, and incorporated herein in their entirety by reference. The GCIA warrants that it is familiar with, has read, and understands, the Grant Documents.

Should there occur a conflict between this Shared Services Agreement, and the Grant Documents or the Act, then the Grant Documents and Act shall prevail.

H. EFFECTIVE DATE. This Shared Services Agreement shall be effective as of June 25, 2014, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY

PAUL W. LENKOWSKI
SECRETARY/TREASURER

CHARLES FENTRESS, CHAIRMAN

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: June 11, 2014

1. GRANT TITLE: Clean Communities
2. DEPARTMENT: Parks and Recreation
3. GRANT ID NUMBER: STATE: _____
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: _____
5. FUNDING AGENCY PHONE NUMBER: 609-984-7744
6. GRANT AMOUNT \$116,628.36
7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. MODIFICATION AMOUNT: _____
- D. NEW TOTAL: _____
8. CONTRACT PERIOD: FROM: May 2014 TO: May 2015
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: 100%
REIMBURSEMENT: MONTHLY: _____
QUARTERLY: _____
END OF CONTRACT: _____
OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES _____ NO X
ARE THEY MONTHLY _____ QUARTERLY _____ END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: _____

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Insertion into the 2014 Gloucester county budget \$116,628.36 from the State of NJ DEP for Clean Communities Grant that is utilized to help keep Gloucester County clean.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES _____ NO X

DEPARTMENT HEAD: 
Signature

DATE: 6-11-14

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Grant Title
C-2 Line Item/Budget Narrative

Grant Award \$116,628.36

Acct#- 299 Line Item Other outside Services

Description: Administration of Clean Communities grant

Total: \$116,628.36

Form C-2

DEPARTMENT OF THE TREASURY
STATE OF NEW JERSEY
TRENTON, NEW JERSEY 08625-0221

REMITTANCE ADVICE

ORGANIZATION NAME	TELEPHONE #	DOCUMENT #	ACCOUNT NUMBER	AMOUNT
PAYMENT FOR SOLID WASTE ADMINISTRATION FY2014 CLEAN COMMUNITIES GR	609-984-7744	4900CC15795	4900-765-042-4980-005-V42Y-6010	11662836
Received MAY 29 2014 Treasurer's Office				

QUESTIONS SHOULD BE DIRECTED TO APPROPRIATE STATE ORGANIZATION LISTED ABOVE. TOTAL 11662836

CHECK NUMBER 0T0001524217 DATE 05/22/14 PAYEE GLOUCESTER CO TREASURER

CM8C22 (REV. 01/26/2010)

DETACH BEFORE CASHING CHECK AND RETAIN AS EVIDENCE OF PAYMENT

PLEASE DETACH AND RETURN TO THE ISSUING AGENCY



Department Of The Treasury
STATE OF NEW JERSEY
Trenton, New Jersey 08625-0221
CLEAN COMMUNITIES ACCOUNT FD

CHECK NUMBER
T 0001524217
DATE: MAY 22, 2014
VOID 180 Days After This Date

PAY One Hundred Sixteen Thousand Six Hundred Twenty Eight and 36/100 Dollars

\$ *****116,628.36

2000031126744
WELLS FARGO BANK, N.A.

To The
Order Of: **GLOUCESTER CO TREASURER**
P O BOX 337
WOODBURY NJ 08096 7357

Audited, Allowed and Payment Warranted
Charles M. Hoffbauer
DIRECTOR
Payment Certified
STATE TREASURER

⑈0001524217⑈ ⑆121000248⑆ 2000031126744⑈

RESOLUTION APPROVING \$1,650,000.00 OF COUNTY OPEN SPACE PRESERVATION TRUST FUNDS TOWARDS THE PURCHASE OF BLOCK 400, LOT 3 IN THE TOWNSHIP OF DEPTFORD AND BLOCK 173, LOT 4 IN THE TOWNSHIP OF MANTUA

WHEREAS, the County of Gloucester (hereinafter the "County"), a body politic and corporate of the State of New Jersey, has determined that it would be in the best interests of the County to participate in the purchase of the land known as Block 400, Lot 3 (also known as Lots 3, 10, 18 and 19) on the Official Tax Map of the Township of Deptford, and Block 173, Lot 4, on the Official Tax Map of the Township of Mantua, (hereinafter collectively the "Property") using Open Space Preservation Funds; and

WHEREAS, Maple Ridge GIBG, LLC (hereinafter "GIBG"), who holds title to the Property previously made application to the New Jersey Green Acres Program (hereinafter "Green Acres") seeking to have Green Acres purchase the Property, and preserve it permanently as open space; and

WHEREAS, GIBG has indicated a willingness to execute a conditional Agreement of Sale in the amount of \$3,233,500.00 (Three Million Two Hundred Thirty Three Thousand Five Hundred Dollars and Zero Cents) to convey the Property to Green Acres the County, the Township of Mantua, and the South Jersey Land Trust, so that it may be preserved as open space; and

WHEREAS, the acquisition of the Property will be funded amongst the following parties:

1. The State of New Jersey/Green Acres Program shall contribute \$983,500.00 (Nine Hundred Eighty Three Thousand Five Hundred Dollars) in State monies towards the purchase price;
2. The County of Gloucester shall contribute \$1,650,000.00 (One Million Six Hundred Fifty Thousand Dollars) in County open space preservation fund monies towards the purchase price (The County will be eligible for a matching grant in the amount of \$825,000.00 towards its cost-share contribution from Green Acres);
3. The Township of Mantua shall contribute \$250,000.00 (Two Hundred Fifty Thousand Dollars) in local open space trust fund monies towards the purchase price (The Township will obtain a matching grant in the amount of \$50,000.00 towards its cost-share contribution from Green Acres);
4. The South Jersey Land Trust shall contribute \$350,000.00 (Three Hundred Fifty Dollars) in open space preservation fund monies towards the purchase price (The Trust will be eligible for a matching grant in the amount of \$175,000.00 towards its cost-share contribution from Green Acres); and

WHEREAS, once settlement has occurred all interested parties will deed any respective interests in the property to the State of New Jersey, Department of Environmental Protection; and

WHEREAS, the Property is approximately 110.47 acres in size and will be utilized as a natural area; and

WHEREAS, the County of Gloucester will enter into a Management Use Agreement with the State of New Jersey/Green Acres Program, and then in turn will sign an agreement with the Township of Mantua, who will be responsible for the maintenance of the property; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$1,650,000.00, pursuant to CAF# 14-05288, which amount shall be charged against County budget line item T-03-08-509-372-20548.

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

1. The County approves the purchase of Property specifically described above, for its part, between the County, Green Acres, the Township of Mantua, the South Jersey Land Trust, and Maple Ridge GIBG, LLC;
2. The Freeholder Director or his designee, the Clerk of the Board, County Counsel and Assistant County Counsel will execute any and all documents authorized by their respective positions that are necessary to complete this transaction, including any documents required for

closing.

3. That the County Administrator and County Counsel are hereby authorized to negotiate the final terms of the Agreements authorized by this Resolution, provided that the Agreements in final form are in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Project: Delaware River Greenway

AGREEMENT FOR PURCHASE OF UNIMPROVED REAL PROPERTY

AGREEMENT made this day of 2014, by and between Maple Ridge GIBG, LLC, a Delaware limited liability company ("Seller"), with its principal office at c/o Greenfield Partners, LLC, 2 Post Road West, Westport, CT 06880, Attn: Barry P. Marcus, and

THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, ("State") with its principal office in the Department of Environmental Protection Building, 401 East State Street, Trenton, New Jersey 08625, THE COUNTY OF GLOUCESTER ("County") with its principal office in the County Building, 1200 North Delsea Drive, Building A, Clayton, N.J. 08312, and THE TOWNSHIP OF MANTUA ("Township") with its principal office in the Municipal Building, 401 Main Street, Mantua, N.J. 08051 and the SOUTH JERSEY LAND TRUST ("Trust") with its principal offices at 34 South Delsea Drive, Glassboro, N.J. 08028 (collectively "Purchaser"),

Whereas, Seller is the owner of real property described in paragraph 1 of this Agreement (hereinafter the Property), and

Whereas, Purchaser desires to purchase and the Seller desires to sell the Property; and

Whereas, at closing, the State, County, Township and Trust shall contribute funding in the amounts set forth herein and Seller shall transfer the Property to the Purchaser as set forth herein; and

Whereas, immediately after the transfer of the Property from the Seller, the County, Township and Trust shall transfer their interests in the Property to the State so that the State holds a one hundred percent (100%) undivided interest in the Property; and

Now, therefore, the Seller, for and in consideration of the sum of \$3,233,500 (**THREE MILLION TWO HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS**) (hereinafter Purchase Price) agrees to convey to the Purchaser, free from all liens, encumbrances or adverse claims, so that title shall be delivered as required by paragraph 6 of this Agreement, except as this Agreement may otherwise provide, by Bargain and Sale Deed with Covenants Against Grantor's Acts, the Property upon the following terms:

1. Property: All those certain lots, tracts or parcels of land, all rights therein, together with any buildings, improvements and fixtures thereon, situate in the Townships of Deptford and Mantua, County of Gloucester, State of New Jersey, identified as Block 400, Lots 3, 10, 18 and 19, Township of Deptford and Block 173, Lot 4, Township of Mantua on the official municipal tax maps, and more particularly described by the metes and bounds description attached hereto

as Schedule A. Seller will be recording a subdivision that will create the COAH Lot. Reference will be made to the subdivision in the conveyancing deed. This description is to be used only for the purposes of this Agreement. The actual metes and bounds description of the Property will be in accordance with the survey to be prepared by the Purchaser as stated in paragraph 5.

Prior to closing, the Seller shall record any required subdivision to create a separate lot to satisfy its COAH obligations ("COAH Lot"). Reference to the COAH Lot shall be in the deed conveying the Property to Purchaser. The parties shall also execute a right of way in favor of the County across the Property for the purpose of road widening.

In order to satisfy Green Acres funding requirements, Seller shall convey the Property directly to the Purchaser with the State, County, Township and Trust listed as Grantees. Subsequently, the County, Township and Trust shall immediately transfer their interests in the Property to the State.

All Parties agree the following language shall be inserted in all deeds:

"The Property described herein was acquired with the aid of a grant from the County of Gloucester and shall not be disposed of or diverted to a use other than recreation and conservation purposes without the approval of the County pursuant to N.J.S.A. 40:12-15.4, and, if Green Acres funds were also used to purchase such lands, without the approval of Commissioner of Environmental Protection and the State House Commission under N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36."

Except as set forth expressly herein, no party other than the State shall have any interest, right or control over the Property after closing.

2. Purchase Price: It is understood and agreed that the Purchase Price is \$3,233,500, based upon the mutual assumption of the parties that the Property contains at least 110.47 acres of land.

3. Allocations; Local Match; Contributions Subject to Appropriation:

(a) The respective contributions of the Purchasers toward the Purchase Price and the interests in the Property to be allocated in consideration thereof are agreed to be as follows:

(i) The State shall contribute \$983,500 (Nine Hundred Eighty Three Thousand Five Hundred Dollars) in "stateside" monies toward the purchase price, entitling State to a 30% fee interest in the land; and

(ii) The County shall contribute \$1,650,000 (One Million Six Hundred Fifty Thousand Dollars) in local open space preservation fund monies toward the purchase price, entitling County to a 51% fee interest in the land; and

(iii) The Township shall contribute \$250,000 (Two Hundred Fifty Dollars) in local open space trust fund monies toward the purchase price (the "Township Purchase Price Contribution"), entitling Township to a 8% fee interest in the land; and

(iv) The Trust shall contribute \$350,000 (Three Hundred Fifty Dollars) in open space preservation fund monies toward the purchase price, entitling the Trust to a 11% fee interest in the land.

In the event that any of the funding described above cannot be secured by any party, any Purchaser shall have the right to declare this Agreement null and void, in which case no party shall have any further obligation to the other.

4. Contingent upon Appropriation of Funds: Purchaser's obligation is contingent upon appropriation of funds for this acquisition on or before June 1, 2014. Unless Purchaser obtains and confirms appropriation by said date, either party shall thereafter have the right to terminate this Agreement upon 20 days written notice (with right of Purchaser to "cure" by giving Seller notice within 20 days and proceed to closing). Seller shall have no other rights/recourse arising from the inability of Purchaser to obtain funding.

The Seller, the Township and the County agree that in the event that funding is unable to be secured their Settlement Agreement will terminate, and Seller shall reinstate its litigation, including its appeal. The State was not, and shall not, be made a party to said litigation.

5. Survey: The County at its sole cost and expense shall obtain a survey of the Property together with a metes and bounds description. That description shall be utilized as the description of the Property to be conveyed.

6. Title: Title to be conveyed shall be valid record title, marketable and insurable at regular rates by State's title insurance company subject only to exceptions acceptable to the State. If such title cannot be conveyed by Seller at closing, Purchaser shall have the right to declare this Agreement null and void, in which case neither the Seller nor the Purchaser shall have any further obligation to the other.

7. Right of Entry: The Seller agrees to permit Purchaser or its duly authorized representatives onto the Property to examine, survey and undertake tests concerning the Property at any reasonable times prior to the closing of title

8. Real Estate Taxes: Taxes for the first half of the year shall be paid in full by Seller when the closing takes place in the first half of the year. Real estate taxes shall be paid for the entire year by Seller when the closing takes place in the second half of the year. Taxes shall, however, be adjusted on a per diem basis as of the date of closing. Overpayment of taxes by Seller shall be reimbursed by separate payment voucher provided to seller for signature and processing.

9. Farmland Assessment/Rollback Taxes: The Seller represents that the Property is not subject to Farmland Assessment and that there are no rollback taxes due. Any rollback taxes shall be the sole responsibility of Seller. This provision shall survive closing of title.

10. Special Assessments: All assessments for public improvements, whether confirmed or unconfirmed, which have been commenced as of the date hereof, are to be paid in full by Seller prior to or at time of closing.

11. Condition of Property: The Property is being purchased in its condition as of the date of this Agreement, subject to Purchaser's approval of the results of on-site inspections. Seller shall undertake no actions nor permit others to undertake any actions which may affect the existing condition of the Property (including removal of trees) without Purchaser's consent, except as may be otherwise expressly provided by this Agreement.

12. Environmental Cleanup Contingencies: Seller agrees as follows:

a) Demolition/Removal/Disposal:

The Seller shall immediately demolish all existing structures located on the Property upon execution of this Agreement, including, but not limited to, the maintenance building, unwanted or unsafe bridges, and small shed. Seller will further properly dispose of all the demolition debris off-site in accordance with existing local and state regulations. Purchaser shall identify all structures, including bridges crossing Mantua Creek, and all areas of debris referenced for demolition and removal on the survey and marked as "to be removed by Seller". (the "Removal Items"). The Removal Items are identified by the April 9, 2014 Flood Hazard Area Verification and Individual Permit application submitted by Seller to the NJ DEP. ("the Individual Permit"), a copy of which has been delivered to Purchaser. The parties agree that Seller may be required to secure permit(s) from the NJDEP to disturb wetland areas associated with the removal of the Removal Items, and that any delay associated with the Seller's acquisition of the required permit(s) shall toll all dates for performance under this agreement. Seller shall evaluate the costs associated with removal of debris items, bridges and structures. In the event the documented estimated costs associated with removal of the Removal Items exceeds \$50,000, Seller may terminate this agreement, and reinstate its lawsuit.

b) Above Ground Storage Tank:

The Seller shall remove and properly dispose of any existing above ground oil tank located on the property in accordance with applicable State and local regulations. In the event that Purchaser's site inspection identifies any past or present discharge associated with the above ground storage tank, Purchaser agrees to evaluate the ground below the tank which would include collection and laboratory analysis of soil samples as described in the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-et seq. If the environmental soil testing reveals any conditions not satisfactory to Purchaser, Seller shall be responsible to correct same to Purchaser's satisfaction. If Seller does not correct to Purchaser's satisfaction, Purchaser has the right to terminate this Agreement. The parties agree that Seller shall engage a licensed site remediation professional ("LSRP") to conduct any remedial activities required in the event of the

need for remediation of the soils associated with the above ground storage tank. The parties further agree that the LSRP's issuance of a Remedial Action Outcome shall be the conclusive and final determination as to the completion of the remedial activities in accordance with NJ DEP requirements.

c) Well:

The Seller shall properly decommission the existing well by a NJ licensed well driller in accordance with NJDEP Well Construction and Maintenance; Sealing of Abandoned Wells Rules, N.J.A.C. 7:9D, and submit well closure documentation to Purchaser to confirm such capping.

d) Underground Storage Tank(s):

In the event Purchaser's investigation discloses the existence of underground storage tanks as defined in N.J.A.C. 7:14B-1.4, ("UST") Seller agrees to close any UST in accordance with state and local regulation. Seller will provide two weeks notice to Purchaser prior to beginning any tank closure activities so that Purchaser or its agents may be present. Purchaser or its agents will at Purchaser's own expense collect samples in accordance with the Technical Requirements for Site Remediation, N.J.A.C. 7:26E et seq. at the location of the closed tank. If Purchaser's evaluation identifies contamination above the New Jersey Department of Environmental Protection's Soil Remediation Standards (N.J.A.C. 7:26D) or Ground Water Quality Standards (N.J.A.C. 7:9C) Seller agrees to address same to Purchaser's satisfaction of to an estimated amount of \$50,000. In the event the documented estimated costs associated with removal of the Removal Items exceeds \$50,000, Seller may terminate this agreement, and reinstate its lawsuit. If upon closing a tank, evidence of discharge from the tank is apparent, Seller agrees to contract the New Jersey Department of Environmental protection's Environmental Hotline, 1-877 WARN DEP and address the contamination to Purchaser's satisfaction.

Seller agrees that the above identified environmental clean-up responsibilities of Seller are subject to Purchaser's site inspections and approval prior to closing.

13. Political Contributions:

- A. P.L.2005, c.51
- i) Requirements of P.L.2005, c.51

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, P.L.2005, c.51 was signed on March, 22, 2005. Pursuant to the requirements of P.L.2005, c.51, the terms and conditions set forth in this section are material terms of this Agreement.

ii) Definitions

For the purpose of this section, the following shall be defined as follows:

a. Contribution— means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C. 10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Only contributions in excess of \$300 during a reporting period are deemed “reportable” under P.L.2005, c.51.

b. Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (A) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (B) any subsidiaries directly or indirectly controlled by the business entity; (C) any political organization organized under 26 U.S.C.S. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (D) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

iii) Breach of Terms of P.L.2005, c.51 Deemed Breach of Contract

It shall be a breach of the terms of this Agreement for the Business Entity to (i) make or solicit a contribution in violation of P.L.2005, c.51; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of P.L.2005, c.51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of P.L.2005, c.51; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of P.L.2005, c.51.

iv) Certification and Disclosure Requirements

a. The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.

b. The Business Entity shall submit with this Agreement a Certification and Disclosure Form (attached as Schedule B), certifying that no contributions prohibited by P.L.2005, c.51 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.S. § 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. (Please note that forms and instructions are available for review at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.) The Business Entity shall also fill out the Ownership Disclosure Form (attached as Schedule C).

c. Further, the Business Entity is required, on a continuing basis, to report any contributions it makes prior to closing of title, and at the time any such contribution is made.

v) State Treasurer Review

The Disclosures submitted pursuant to this Agreement shall be subject to the review of the State Treasurer. If the State Treasurer determines that any such contribution or action by the Seller poses a conflict of interest in the sale of the Property to the Purchaser or constitutes a breach of contract pursuant to this Agreement, the State Treasurer shall disqualify the Business Entity from selling the Property to the State.

B. P.L.2005, c.271

i) Requirement of P.L.2005, c.271

The Business Entity shall submit with this Agreement a Vendor Certification and Political Contribution Disclosure Form (attached as Schedule D), which describes the terms of disclosure.

ii) ELEC Reporting

The Business Entity is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Business Entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Business Entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

C. Executive Order No. 117 (2008) extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:

Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;

Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and

Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.

2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

14. Bulk Sale Law Compliance: Purchaser and Seller acknowledge that this conveyance is subject to compliance with the "Bulk Sale Law," N.J.S.A. 54:50-38. Purchaser shall file a

C-9600 form with the State of New Jersey Department of Treasury, Division of Taxation (Division), as soon as possible upon this Agreement being fully executed. Purchaser simultaneously shall submit to the Division a fully executed copy of this Agreement, along with an Asset Transfer Tax Declaration (TTD) form. The TTD form (attached as Schedule E) shall be completed and signed by the Seller at the time of signing this Agreement. The Seller shall be notified in writing by the Purchaser and/or the Division as to whether a possible claim for State taxes exists and an appropriate amount, if any, to be held in escrow by the Purchaser's attorney at the time of closing. If the Division determines that a bulk sale escrow must be held, the Purchaser shall retain the bulk sale escrow amount until such time as the Division issues a letter of clearance and officially authorizes the Purchaser's release of such escrowed funds to the Seller.

15. Warranty of No Solicitation: Seller warrants that this Agreement has not been procured in violation of Chapter 48 of the Laws of 1954. N.J.S.A. 52:34-15 et seq., or in violation of Executive Order No. 189.

16. No Broker: Seller represents that this is a direct sale and that no broker has participated in this transaction.

17. Possession: Purchaser may enter into and upon the Property on the date of closing of title and from that time take all rents, issues and profits.

18. Contingencies: Prior to closing, Purchaser may, at its own expense, conduct a preliminary assessment of the Property including collection and laboratory analysis of samples as described in the Technical Requirements for Site Remediation, N.J.A.C. 7:26E and as outlined in Exhibit 1. Purchaser shall complete the sampling within forty-five (45) days from the date of full execution of this Agreement. The Purchaser shall provide the Seller with a copy of all analytical results once they are received from the laboratory. If the sampling results reveal the existence of any compound in excess of the most stringent Remediation Standards, N.J.A.C. 7:26D, or Ground Water Quality Standards, N.J.A.C. 7:9C, Seller shall remediate the contamination to levels below the applicable standards. If the estimated cost of remediation exceeds \$10,000.00 dollars, Seller may, within forty five (45) days of receipt of the lab results, submit such written estimate to the Purchaser and may terminate this Agreement.

19. Debris Removal: Seller agrees that any and all rubbish or debris identified by Purchaser prior to closing and located on the Property will be removed by Seller prior to closing.

20. COAH Lot and Access Easement: In the event that Seller does not receive the subdivision approval necessary to create the COAH Lot, Seller shall have the right to terminate this agreement.

21. Closing of Title: The parties anticipate that the closing of title will take place on or about August 29, 2014, at the Office of the Attorney General of New Jersey, Richard J. Hughes Justice Complex, Trenton, New Jersey, or by mail. This is a tentative closing date. The closing date will be automatically adjusted to be 120 days after Purchaser has signed, and thereby fully

executed, the Agreement. The date for closing may be further tolled for any delay associated with Seller securing required NJDEP permits for removal of the Removal Items.

22. Closing Documents: Seller shall prepare and deliver to Purchaser at closing the appropriate documents of title, including Bargain and Sale Deed with Covenants Against Grantor's Acts, Affidavit of Consideration, Affidavit of Title, a 1099S Designation Agreement, GIT/REP 1, 2, or 3 (as appropriate), and any other necessary documents required by Purchaser or its title insurance company.

23. Seller's Representations:

(a) The Seller represents that the Property shall be free of any tenancies or any written or oral licenses or leases affecting the Property at closing.

(b) The Seller represents that to the best of Seller's knowledge, other than as disclosed on by Seller's delivery of Seller's Prior Environmental Investigations, as outlined in Exhibit 2 attached hereto, regarding the historic use of pesticides and fertilizers associated with the maintenance of the golf course, Seller has not permitted nor authorized the storage of any hazardous or toxic material on the Property.

(c) Seller shall set forth in the Affidavit of Title that the Property is not subject to the requirements of the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. and N.J.A.C. 7:26B et. seq.

(d) To the best of Seller's knowledge, Seller represents that, other than as set forth in section 12 above, and as disclosed in Seller's Prior Environmental Investigations, as outlined in Exhibit 2, attached hereto, associated with removal of a prior aboveground storage tank(s) on the property there are no underground storage tanks on the Property.

(e) The Seller represents that there are no improvements on adjoining properties which extend across the boundary lines of the Property.

(f) To the best of Seller's knowledge, Seller is in substantial compliance with the laws, orders and regulations of each governmental department, commission, board or agency having jurisdiction over the Property, and has received no notices of non-compliance or violation.

(g) These representations shall survive closing of title.

24. Miscellaneous:

(a) Heirs, etc. Bound: For the performance of any and all covenants or representations herein, the parties hereby bind themselves, their respective heirs, executors, administrators, successors and assigns.

(b) Captions and Headings: Captions and headings used herein are for reference only and shall in no way be deemed to define, limit, explain or amplify any provision hereof.

(c) Severability: In case any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or provision, nor the validity of any other provision of this Agreement shall in any way be affected.

25. Date of Agreement: This Agreement shall become final upon signing by the Purchaser.

26. Post-Closing Management:

(a) Prior to closing, the State, County, Township and the Trust shall enter into a Management and Use Agreement that sets forth the terms and conditions for use of the Property and specifically defines the management responsibilities of each Purchaser. The Management and Use Agreement, which is attached hereto as Schedule F, shall be executed prior to closing.

(b) The provisions of this paragraph shall survive closing.

27. Entire Agreement: It is understood and agreed that all understandings and agreements previously had between the parties are merged in this Agreement, which alone fully and completely expresses their understanding, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation by the other which is not contained in this Agreement.

IN WITNESS WHEREOF, the Seller and the Purchaser have signed this Agreement, and in the case of a corporation this Agreement has been signed by its proper corporate officers and its corporate seal has been affixed.

Purchaser:

State of New Jersey
Department of
Environmental Protection

Rich Boornazian
Assistant Commissioner for
Natural Resources

County of Gloucester

Robert M. Damminger, Freeholder Director

Township of Mantua

Pete Scirrotto, Mayor

South Jersey Land and Water Trust

Suzanne McCarthy, President

Witness as to Signature of Seller

Seller:

Barry P. Marcus, Senior Vice President
Maple Ridge GIBG, LLC

Approved as to Form by:

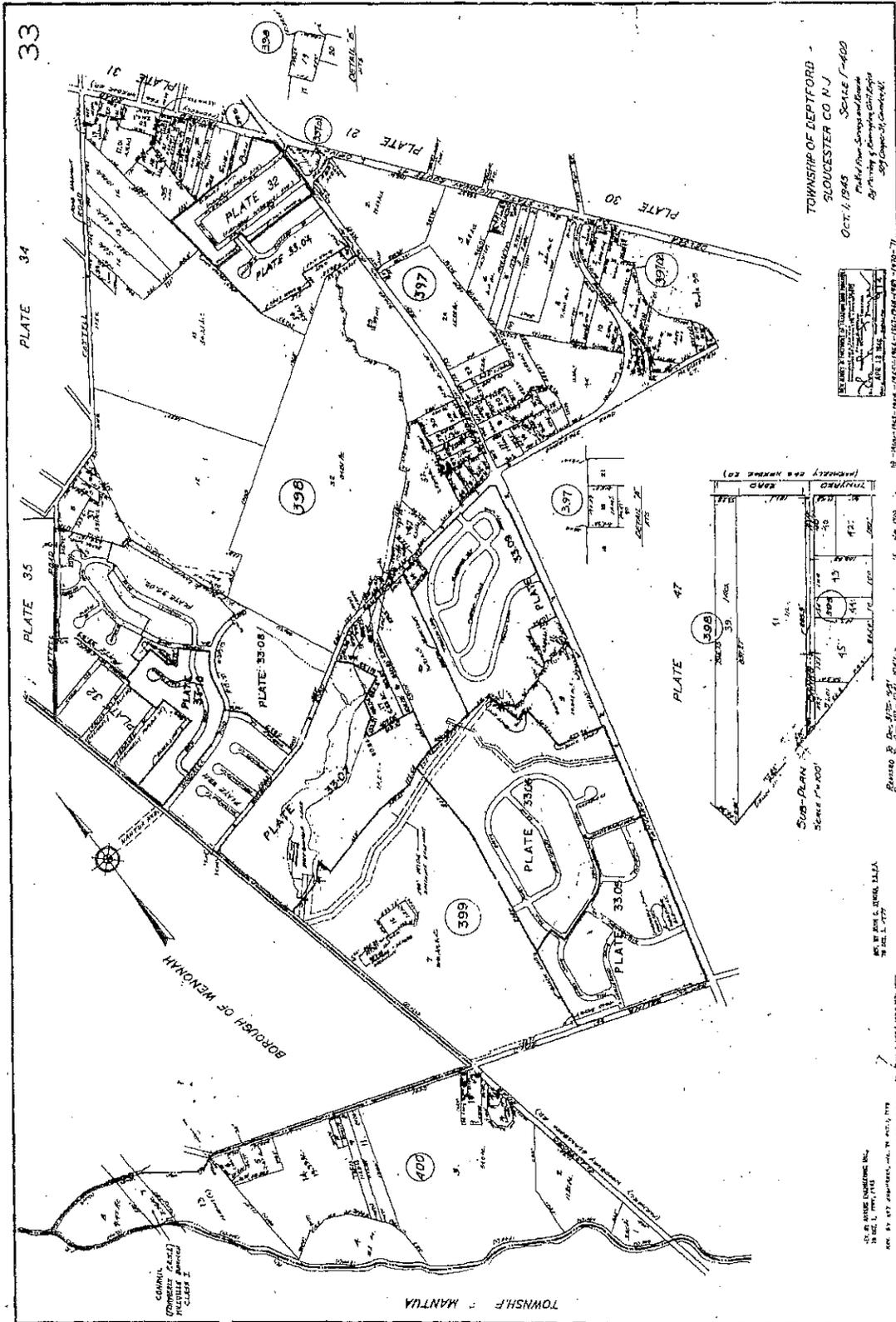
Deputy Attorney General, State of New Jersey

SCHEDULE A

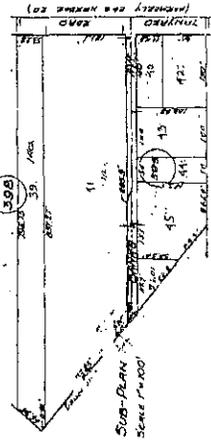
Metes and Bounds Description

(4) Page(s)

Schedule "A-1"



TOWNSHIP OF DEPTFORD -
SLOUCESTER CO N.J.
OCT. 1, 1945 SCALE 1"=400'
Plat of the Township of Deptford
By the Surveyors and Engineers
of the County of Gloucester, N.J.

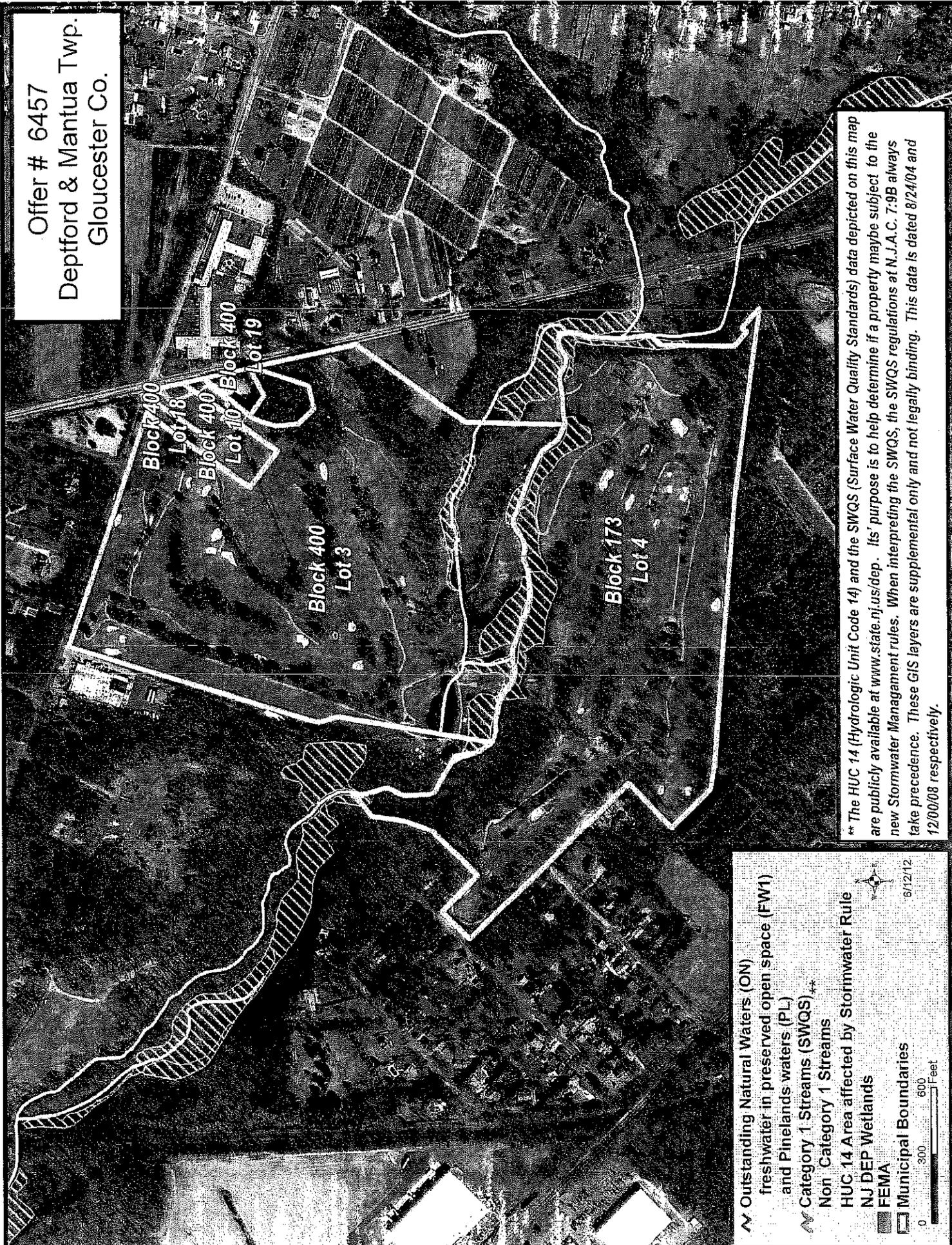


Sub-Plan
Scale 1"=400'

Map of the Township of Deptford
Scale 1"=400'

NO.	NAME	DATE	REMARKS
1
2
3
4
5
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8
9
10

Offer # 6457
Deptford & Mantua Twp.
Gloucester Co.



** The HUC 14 (Hydrologic Unit Code 14) and the SWQS (Surface Water Quality Standards) data depicted on this map are publicly available at www.state.nj.us/dep. Its purpose is to help determine if a property maybe subject to the new Stormwater Management rules. When interpreting the SWQS, the SWQS regulations at N.J.A.C. 7:9B always take precedence. These GIS layers are supplemental only and not legally binding. This data is dated 8/24/04 and 12/00/08 respectively.

* Outstanding Natural Waters (ON) freshwater in preserved open space (FW1) and Pinelands waters (PL)
 * Category 1 Streams (SWQS) **
 Non Category 1 Streams
 HUC 14 Area affected by Stormwater Rule
 NJ DEP Wetlands
 FEMA
 Municipal Boundaries

6/12/12

0 300 600 Feet

SCHEDULE B

P.L.2005, c.51 and E.O 117: Certification and Disclosure

(3) Pages

SCHEDULE C

P.L.2005, c.51: Ownership Disclosure Form

SCHEDULE D

P.L.2005, c.271: Vendor Certification and Political Contribution Disclosure Form

(2) Pages

SCHEDULE E

Asset Transfer Tax Declaration form

(4) Pages.

06/14/12

Schedule F

Management and Use Agreement

EXHIBIT 1

Purchaser's Sampling of the Maple Ridge Property

Exhibit 1

Purchaser's Proposed Sampling at Maple Ridge Property

1. One soil sample to be collected adjacent to the exterior of the base of the Maintenance Building septic tank to be analyzed for EPH, PAHs, VOs, pesticides, herbicides, and TAL metals.
2. One soil sample to be collected from the 0-6" interval below the Maintenance Building septic leachfield/outfall to be analyzed for EPH, PAHs, VOs, pesticides, herbicides, and TAL metals.
3. Two soil samples to be collect outside the Maintenance Building to be analyzed for EPH-Category 2, PAHs, VOs, pesticides, herbicides, and TAL metals.
4. Six soil samples to be collected on the fairways, 0-6" interval to be analyzed for pesticides, herbicides, arsenic, lead, mercury and cadmium.
5. Three sediment samples (0-6" interval): 2 in pond, 1 upstream of site to be analyzed for pesticides, herbicides, arsenic and lead, mercury and cadmium.
6. One soil sample to be collected at the stormwater outfall to be analyzed for pesticides, herbicides, arsenic and lead, mercury and cadmium.
7. One groundwater sample, near the septic system, to be analyzed for EPH, PAHs, VOs, pesticides, herbicides, and TAL metals. (This sample will be collected from a temporary well point, piezometer or well, to be determined in the field.)

NOTE: Sampling subject to change based on field conditions at time of sampling.

EXHIBIT 2

Sellers Prior Environmental Investigations

Exhibit 2

March 9, 2005

APEX Environmental, Inc.

Phase 1

Environmental Site Assessment Update

January 14, 2014

Site Questionnaire

Draft

MANAGEMENT and USE AGREEMENT

THIS AGREEMENT is made and executed on this _____ day of _____, 200____, by and between THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION with its principal office at 501 East State Street, Trenton, New Jersey 08625 (“the Department”) and the COUNTY OF GLOUCESTER, a corporation organized and existing under the laws of the State of New Jersey with offices at County Building, 1200 North Delsea Drive, Building A, Clayton, New Jersey 08312 (“the County”). Collectively, the Department and the County shall hereinafter be referred to as “The Parties”.

WHEREAS, the Department owns certain real estate located in Mantua Township and Deptford Township, County of Gloucester consisting of approximately 110.47 acres which contains natural features of recognized value, more specifically identified in paragraph 1, hereinafter referred to as the “Property”; and

WHEREAS, the County, along with the Township of Mantua, hereinafter “the Township” and the South Jersey Land and Water Trust, provided funding towards the acquisition of the Property and transferred its interest to the Department at closing; and

WHEREAS, the majority of the funds used to buy the Property were funds from the Department’s Green Acres Program and the Property use is subject to the restrictions set forth in the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1, et seq., and the Green Acres regulations, N.J.A.C. 7:36.1.1, et seq., among other laws; and

WHEREAS, the Department’s Division of Parks and Forestry has accepted assignment of the Property as part of the Southern Region Office but does not maintain an adjacent or nearby park or wildlife management area; and

WHEREAS, the County, as local entity and funding partner in the purchase, is uniquely suited to assume the administration, management, monitoring and maintenance (collectively “management”) responsibilities for the Property on behalf of the Department and in accordance with all applicable statutes and regulations in effect on or after the date of this Agreement; and

WHEREAS, the Parties are interested in preserving the Property and are committed to preserving the natural features of the Property as set forth in this Agreement; and

WHEREAS, the Parties wish to set forth the rights and obligations of each party concerning management of the Property; and,

DRAFT MANAGEMENT AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and the facts recited above and the terms, conditions and restrictions contained herein, the Parties mutually covenant and agree as follows:

1. **THE PROPERTY.** The Property is designated as Block 400, Lots 3, 10 18 and 19, Township of Deptford and Block 173, Lot 4, Township of Mantua, Gloucester County consisting of approximately 110.47 acres. The metes and bounds of the Property are more specifically described in the survey attached as Schedule A.
2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for five (5) years from the date of its execution. At the conclusion of this initial or any subsequent term, this Agreement may be renewed for additional five (5) year terms upon mutual agreement of the Parties, in writing.
3. **MANAGEMENT.** During the term of this Agreement, the County agrees, at its sole expense, to manage the Property in accordance with this Agreement and the most recent version of the Management Plan that is required to be created by the County and approved by the Department under this Agreement.

The County acknowledges that the Property was purchased with funding from its Green Acres Program and its use therefore subject to the restrictions set forth in the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1, et seq., the Green Acres regulations, N.J.A.C. 7:36.1.1, et seq., and any other applicable statutes or regulations in effect on or after the date of this Agreement. The County further agrees that the use of the Property is to be in accordance with the Department's Park Service rules and regulations, N.J.A.C. 7:2 et seq. Accordingly, the County shall manage the Property for outdoor recreation and conservation purposes as defined by the Green Acres statutes and regulations.

More specifically, and in addition to any responsibilities set forth in the Interim and Final Management Plans developed and approved under this Agreement, unless expressly stated otherwise in the Final Management Plan, the County shall manage the Property as follows:

- a. The County shall promote maximum public use of the Property only to the extent and in a manner that will not impair the natural, historic and man-made features of the Property. The County shall not charge any fee for the use of the Property by any individual, group, or organization.

DRAFT MANAGEMENT AGREEMENT

- b. The County shall, at its sole cost and expense, be responsible for routine maintenance of the Property, including trash and litter removal. The County may work with Mantua Township to accomplish this responsibility. The County shall not be responsible for the removal of hazardous substances or debris illegally dumped on the Property or any resulting damage, whether before or after the execution of this Agreement, unless the presence of such hazardous materials or debris, or the resulting damage, is a result of the acts or omissions of the County. Any alteration of the Property initiated as new development or any maintenance or usage that may impact biodiversity or cultural resources on the Property shall be subject to the review and written approval of the Department.
- c. The County shall not allow the Property to be used in any way that would: (i) make void or voidable any insurance coverage related to the Property, (ii) cause damage to all or any part of the Property or any adjacent properties, (iii) violate any federal, state, or local statute, ordinance, rule, or order, in effect on or after the date of this Agreement, or (iv) constitute a public or private nuisance.
- d. The County shall not violate or allow another to violate any federal, state or local environmental statute, ordinance, rule, or regulation concerning any environmental conditions at, near or from the Property, in effect on or after the date of this Agreement. Environmental conditions include, but are not limited to, the presence of hazardous, solid or other waste, soil, air, ground water, and surface water conditions.
- e. Without limitation, the County shall not place or otherwise allow another to place: (a) soil or other material as landfill on the Property except as approved, in writing, by the Department for the improvement and maintenance of the Property; or (b) any trash, waste, hazardous waste, vehicles, equipment, or any unsightly or offensive materials on the Property.
- f. The County shall not use or permit others to use the Property in any manner inconsistent with the express terms of this Agreement. No additional rights to use of the Property shall be implied beyond the express terms of this Agreement.
- g. Structures existing on the Property as of the date of this Agreement may be maintained in support of outdoor recreation and conservation purposes or demolished with prior written approval of the Department. The County shall not construct new structures or enlarge any existing structure without prior approval by the Department. The Department may approve construction of

DRAFT MANAGEMENT AGREEMENT

new structures or enlargement of existing structures where it determines that the proposed activity will contribute, directly or indirectly, to the objectives of this Agreement. Examples of acceptable construction include: informational kiosks, gates, signs, and postings.

- h. Existing trails may be maintained within the Property. The County shall not construct new trails or enlarge any existing trails without prior approval by the Department. The Department may approve the enlargement of existing trails or the construction of new trails provided they: (a) are constructed with wood chips or similar natural and permeable materials. The use of macadam, gravel, paving stones or other impervious or semi-pervious materials is prohibited; (b) are constructed and maintained with minor rustic boundary markers, trail markers, and other trail-related improvements reasonably necessary to control runoff and prevent trail-related damage (such markers and improvements may include steps, erosion bars and railings, small unlighted informational and interpretive signs, privies, registration boxes, informational kiosks and wildlife observation blinds; provided, however, that they shall be constructed of rustic natural colored materials that blend in with the natural surroundings and complement the natural and scenic features of the landscape); and (c) barriers and low fences are installed where necessary to prevent use or access by motor vehicles or to protect fragile natural resources.
- i. Existing vehicular access lanes may be maintained within the Property but may not be enlarged in any manner except upon approval of the Parties.
- j. The County shall not execute any leases, licenses, use agreements, concession agreements and/or permits pertaining to the Property.
- k. Except as otherwise provided herein, there shall be no introduction, removal or consumptive use of any material, product, or object to or from the Property. Prohibited uses include, but are not limited to, permanent and continuous grazing by domestic animals, clearing or gathering of trees, plants or parts thereof except as needed to maintain health and vigor, mining or quarrying, and the dumping, burying or spreading of any garbage, trash, or other materials.
- l. Water levels within water bodies located on the Property shall not be altered without prior approval by the Department. The Department may approve activities where necessary to restore previously existing water levels altered

DRAFT MANAGEMENT AGREEMENT

due to sudden natural or manmade conditions. Routine repairs to existing water control structures may be undertaken without Department approval.

- m. Existing firebreaks within the Property may be maintained to protect public health and safety. Temporary firebreaks made by mowing, raking, plowing or wetting, may be used in conjunction with prescribed burning to eliminate safety hazards and to manage habitat. Prescribed burning may only be conducted upon prior approval by the Department. The County shall describe the use of vehicles and equipment in its proposal to conduct prescribed burning.
- n. Habitat manipulation or restoration may be undertaken if preservation of a particular habitat type or species of native flora or fauna is included in and consistent with the management objective for the Property as set forth in the Interim or Final Management Plan and upon approval by the Department of a specific habitat manipulation or restoration plan.
- o. Control of invasive species by biological, mechanical, or chemical methods may be performed upon written approval by the Department of an invasive species control plan prepared by the County.
- p. The Department may permit hunting, trapping, and fishing in accordance with the applicable regulations of the Department as managed by fish and wildlife.
- q. All pets shall be kept caged or leashed and under immediate control of the owner. Dogs used during legal hunting shall be exempt from this requirement.
- r. Farming may be allowed on the Property with prior written approval of the Division of Parks and Forestry, provided such farming is consistent with the terms of this Agreement.
- s. The County shall comply with New Jersey Department of Environmental Protection Policy Directive 2004-02 regarding invasive nonindigenous plant species. A copy of Directive 2004-02 is attached as Schedule D.
- t. The County shall, at its own cost and expense, be responsible for security on the Property against burglary, fire, less and trespass.

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- u. The County shall immediately report any incidents to the Department including, but not limited to, any injury, accident, theft or damage on the Property.
- v. The County shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., and warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this Agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act.
- w. The County shall obtain and maintain all necessary licenses, permits and approvals for any activities conducted under this Agreement.
- x. The County shall ensure that the following prohibited activities do not occur on the Property:
 - i. Subdivision or conveyance of property rights or easements to any third party;
 - ii. Construction or placement, either above ground or below ground, of buildings, road, infrastructure, improvements or structures or billboards;
 - iii. Commercial recreation uses and/or concessions;
 - iv. Use of off-road vehicles (ORVs) except where specifically authorized by the Department for use by The County to meet its obligations under this Agreement. ORVs are defined as any motorized vehicle with two or more wheels or tracks that is capable of being operated off regularly improved and maintained roads, including pickup trucks, sport utility vehicles, motor cycles, dirt bikes, all-terrain vehicles and snowmobiles. These include all vehicles that are licensed, registered, insured and/or inspected as required to legally operate on any road or highway of the State designated for vehicle traffic (Class I ORVs), and any motor vehicle lacking one or more of the criteria needed for operation on any road or highway designated for vehicle traffic (Class II ORVs). Class I ORVs may legally operate on all roads designated for public use that cross lands owned by the State. Class II ORVs may be operated on public lands only with a special permit or on private property with the permission of the landowner); and

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- v. The sale, removal or destruction of “timber.” Timber means trees sold, removed or destroyed for commercial, non-ecological purposes. Timber does not include trees harvested or removed with approval of the Department to further the management goals or objectives.
4. **INTERIM MANAGEMENT PLAN:** Unless and until superseded by the provisions of a Final Management Plan developed and approved in accordance with Paragraph 5 of this Agreement, the Parties agree that the County shall implement the following Interim Management Plan:
 - a. The County shall conduct the following activities on the Property in the timeframes set forth herein:
 - i. The mission of the “ “ State Park is to protect, preserve and enhance the natural communities, and the Mantua Creek and its tributaries while providing appropriate recreational opportunities;
 - ii. The property will be managed by Gloucester County. At closing the property will be posted and signage will be provided by the State Park Service.
 - iii. The State Park Service Rules and Regulations shall constitute the rules of the “ “ State Park.
 - iv. The property will be open to public for passive recreational use (walking, hiking, bird watching and as outlined in the final management agreement).
5. **FINAL MANAGEMENT PLAN:** The Parties agree that the County in collaboration with the State Park Service and the Township of Mantua shall submit a Final Management Plan to the Department for approval within one (1) calendar year from the date of this Agreement.
 - a. The Final Management Plan shall include but not be limited to, the following:
 - i. A statement of the goals and objectives and proposals for the improvement, maintenance, policing and operation of the Property, including the stewardship of the natural, historic and cultural resources of the Property;

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- ii. A description and implementation schedule for initiation and completion of the goals, objective and proposals set forth;
 - iii. A description of the educational, cultural, recreational and interpretive programs, projects and activities to be developed and offered to the public;
 - iv. A statement of financial management and internal controls systems established to meet the terms and conditions of this Agreement;
 - v. Any modifications to the provisions of the Interim Management Plan of this Agreement;
 - vi. An adoption of the remaining unmodified provisions of the Interim Management Plan and this Agreement;
 - vii. A copy of this Agreement as an Exhibit;
- b. Prior to the development of a Final Management Plan, the State and County shall develop a natural resource inventory of the Property.
 - c. The Department shall approve the Final Management Plan within thirty (30) days of its receipt of copy containing all information required by this Agreement or requested by the Department, unless the Department requests additional information, in which case it shall respond within thirty (30) days of its receipt of the requested information. The Department's failure to respond within the time set forth in this Agreement shall not constitute approval of the Final Management Plan.
 - d. As approved, the Final Management Plan shall be incorporated by reference into this Agreement as Schedule E.
 - e. The County shall not modify or deviate from the terms of the Final Management Plan without prior approval by the Department.
 - f. The Final Management Plan may be amended upon prior written approval of the Department.
 - g. The Final Management Plan, as may be amended, shall cover the remainder the initial term of this Agreement and any renewal thereof.

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- c. Worker's Compensation, if applicable, in compliance with the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000.00) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000.00) Dollars occupational disease.
 - d. Comprehensive Automobile Liability to cover bodily injury and property damage with limits of not less than One Million \$1,000,000.00 Dollars per person or per occurrence for all vehicles used by the County on the Property. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State of New Jersey if hazardous materials or waste will be transported during the performance of work.
 - e. A copy of all certificates of insurance required by this Agreement shall be provided to the Department.
8. **REGULATORY COMPLIANCE.** The County shall manage the Property in compliance with all laws, orders and regulations of each governmental department, commission, board or agency having jurisdiction over the Property, in effect on or after the date of this Agreement, whether or not expressly referenced herein.

Nothing in this Agreement shall be construed as a waiver by the Department of its right to enforce the laws and/or regulations of the State of New Jersey with regard to the Property.
9. **ANNUAL REPORTING.** On or before the first day of October of each year during the term of this Agreement, the County shall furnish to the Department a summary of management activities at the Property to date. The County shall provide copies of all documents, including special use permits or leases, if any, relating to the Property.
10. **POSTING.** The State and County hereto agree to erect and maintain a permanent sign on the Property identifying the Department as the owner, and the County as the manager of the Property. The language and layout of such sign shall be developed by the Department and approved by the County. The Department's State Park Service rules and regulations sign will be posted on the Property in coordination with the State and County posting of boundaries of the Property and the sign.

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11. **ASSIGNMENT.** This Agreement may only be assigned by the County to another government entity upon prior written consent of the Department.

12. **INDEMNIFICATION.** To the fullest extent allowable by law, the County, its successors, and assigns shall hold harmless, indemnify, defend and release the State of New Jersey, the Department and their members, directors, officers, employees, agents, and contractors, successors and assigns from and against all suits, liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with the County's performance, attempted performance or failure to perform in connection with this Agreement or other activities at the Property including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission condition or other matter related to the Property or this Agreement, regardless of cause, unless due to the negligence of any of the indemnified parties.

The County's agreement to hold harmless and indemnify the Department shall not affect the statutory protections available to NJAS under the Landowner's Liability Act, N.J.S.A. 2A:42A-2, et seq.

13. **HAZARDOUS SUBSTANCES.** The County shall not generate, store, use or dispose of any hazardous materials or oil, including, without limitation, any materials which are toxic, explosive, corrosive, flammable, or otherwise hazardous to health on the Property.

14. **TERMINATION.** Each party shall have the right to terminate this Agreement upon ninety (90) days written notice served upon the Parties by Certified Mail, Return Receipt Requested.

15. **NOTICE.** All notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first class mail to the Parties at the following addresses, unless a party has been notified of a change of address:

To County:
County Administrator
County of Gloucester
2 S. Broad Street
Woodbury, NJ 08096

To Department:
Director

DRAFT MANAGEMENT AGREEMENT

Division of Parks and Forestry
New Jersey Dept. of Environmental Protection
Mail code 501-04
P.O. Box 420
Trenton, NJ 08625-0420

16. **BINDING EFFECT.** All of the terms, conditions, and covenants to be observed and performed by the parties shall be applicable to and binding upon their several successors and assigns, as the case may be.
17. **SEVERABILITY/WAIVER.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.
18. **CHOICE OF LAW.** This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of that State.
19. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.
20. **AMENDMENTS AND MODIFICATIONS.** This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein.
21. **NOT A PARTNERSHIP.** This Agreement is not intended to create, and shall not be construed as creating, a legal form of partnership between the parties to the Agreement.
22. **AUTHORITY.** By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

DRAFT MANAGEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties to this Agreement have subscribed their names hereto on the day and year above first written.

The COUNTY OF GLOUCESTER

By: _____
Robert M. Damminger
Freeholder Director

The STATE OF NEW JERSEY
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Rich Boornazian,
Assistant Commissioner for
Natural and Historic Resources

Approved as to Form by:

Deputy Attorney General
State of New Jersey

Schedule A – Metes and Bounds Description, Reduced Survey
Schedule B – County Enabling Resolution
Schedule C– NJDEP’s Invasive Non-Indigenous Plant Species information
Schedule D-Management Plan

F5

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

Certificate of Availability of Funds

TREASURER'S NO. 14-05288

DATE June 11, 2014

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$1,650,000.00 COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION:

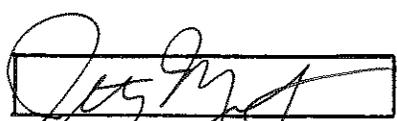
Resolution authorizing the signing of an Agreement of Sale, and all other necessary documents for the purchase of Block 400, Lot 3 in the Township of Deptford AND Block 173, Lot 4 in the Township of Mantua as Open Space utilizing Open Space Preservation Trust funds.

VENDOR: Maple Ridge GIBG, LLC

c/o Greenfield Partners, LLC, Attn: Barry P. Marcus
#2 Post Road West

ADDRESS: _____
Westport, CT 06880


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-13-14

*June 25, 2014
Greenholder Meeting*

RESOLUTION AWARDING CONTRACT TO J. SWANTON FUEL OIL, INC. FOR THE SUPPLY AND DELIVERY OF #2 HEATING OIL TO THE COUNTY FROM JULY 7, 2014 TO JULY 6, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR

WHEREAS, the County, after due notice and advertisement, received sealed bids for the supply and delivery of #2 Heating oil to the County; and

WHEREAS, after following proper public bidding procedure, it was determined that J. Swanton Fuel Oil, Inc. with offices at 37 Center Avenue, Atlantic Highlands, NJ, 07716 was the lowest responsive and responsible bidder to perform said services, as more specifically described in the bid specifications PD-014-020; and

WHEREAS, the Contract shall be for the purchase of an estimated quantity of products, in an amount not to exceed \$25,000.00 per year. The Contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase. Continuation of the Contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County budget.

WHEREAS, the term of the Contract shall be for a period of two years, from July 7, 2014 to July 6, 2016, with an option to extend the Contract for one (1) two (2) year term or two (2) one (1) year terms; and

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

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the execution of this Contract for the supply and delivery #2 heating oil with J. Swanton Fuel Oil, Inc., in an amount not to exceed \$25,000.00 per year, from July 7, 2014 to July 6, 2016, with an option to extend for one (1) two (2) year term or two (2) one (1) year terms; and

BE IT FURTHER RESOLVED before any purchase may 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, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
J. SWANTON FUEL OIL, INC.**

THIS CONTRACT is made effective the 7th day of **July, 2014** by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **J. SWANTON FUEL OIL, INC.** with offices at 37 Center Avenue, Atlantic Highlands, New Jersey, 07716, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of #2 heating oil to the County, as set forth in PD-014-020; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective for the period of two years, from July 7, 2014 to July 6, 2016, with the option to extend for one (1) two year terms or two (2) one year terms.
2. **COMPENSATION.** Contract shall be for estimated units of services, in an amount not to exceed \$25,000.00 per year, consistent with Vendor's Bid.

It is agreed and understood that this is an open-ended Contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the Contract after December 31, 2014 is specifically conditioned upon approval of the 2015 Gloucester County Budget.

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 services. 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 specifications identified as PD-014-020, which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to

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

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

6. **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.

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

A. Pursuant to the termination provisions set forth in the Bid Specifications PD-014-020, 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.

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

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

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

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

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

9. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned or 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.

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

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

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

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

12. **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 County incurs expense 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.
13. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
14. **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.
15. **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.
16. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
17. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
18. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
19. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
20. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor, including its agents and employees, is an independent Vendor and is not an agent or employee of the County. All liability to persons actually providing services for payment or charges relating to wages or other compensation shall be the sole responsibility of the Carrier.
21. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and

shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. In the performance of this Contract, the Company covenants that no person having any such interest shall be employed.

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

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

24. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications identified as PD-014-020, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this _____ day of _____, 2014.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

J. SWANTON FUEL OIL, INC.

51

PD 014-020 Bid Opening 5/29/14									
SPECIFICATION FOR THE SUPPLY AND DELIVERY OF # 2 HEATING OIL	VENDOR: J. Swanton Fuel Oil 37 Center Ave. Atlantic Highlands NJ 07716 James C. Swanton Pres. 732 708-0075 732 708-0171 Fax	VENDOR: Riggins Inc. 3938 S. Main Rd Vineland, NJ 08360 R. Paul Riggins Pres. 856 825-7600 856 825-2270 Fax	VENDOR: East River Energy 401 Soundview Rd PO Box 338 Guilford, CT 06437 Donald Herzog Pres. 800 336-3762 203 453-3899 Fax	VENDOR: PAPCO Inc. 2 New Rd Suite 311 Aston PA 19014 Charlie Joannedis 732 428-8924 610 361-8924 Fax	VENDOR: Majestic Oil Company 2104 Fairfax Ave. Cherry Hill, NJ 08003 Gene Raymond IV Pres. 856-751-8801 856-751-8824 Fax				
ITEM DESCRIPTION No. 2 Oil									
Freight & Delivery	\$0.15	\$0.18	\$0.1799	\$0.1984	\$0.2889				
Trade Name or Brand Name of Products Offered:	Buckeye/Gulf/Sunoco	RIGGINS	Sunoco/Valero	Sunoco/Buckeye/Global	PPL Energy/Sunoco				
Location of bidder's bulk storage tanks:	None	Vineland/Cape May	Philadelphia PA	Philadelphia PA	Cherry Hill				
Name, Address & Phone No. of Individual to contact for info. and placing of orders:	Jim Anderson 732 708-0075	Dispatch 856 825-7600 opt. 2	Dispatch 800 336-3762	Dispatch 610 361-8000	Gene Raymond 856-751-8824				
Variations:	none	none	none	none	none				
Will you extend your prices to local government entities within the County	yes	yes	yes	yes	yes				
Bid specs sent to:	Prime Vendor Euclid InfoTech	Mansfield Oil Co. Atlas Oil Co.	Construction Journal	Cardinal USA Fuel Oil	TAC Energy				
This is a two (2) year contract with the option to extend for one (1) two year period or two (2) one year periods.									
Based upon bids received, I recommend J. Swanton Fuel Oil be awarded the contract, as the lowest responsible bidder.									
Sincerely,									
Robert J. McErlane									
Purchasing									

• VARIATIONS (IF ANY):

None

SIGNED:

James C Swanton

COMPANY:

J Swanton Fuel Oil Co. Inc

NAME:

James C Swanton
(PRINTED OR TYPED)

ADDRESS

37 Center Ave
Atlantic Highlands NJ 07716

TITLE:

President

TELE #:

732-708-0075

DATE:

5/21/14

FAX #:

732-708-0171

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

DEAR FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF NO. 2 HEATING OIL FOR THE COUNTY OF GLOUCESTER AND THE PARTICIPATING MEMBERS UNDER THE COUNTY'S CO-OP PROGRAM, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON MAY 29, 2014 AT 10:00 AM PREVAILING TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO SUPPLY AND DELIVER THE ABOVE ITEM AT THE PRICE SPECIFIED AND FURTHER UNDERSTANDS THAT HE/SHE SHALL CONTRACT ON AN INDIVIDUAL BASIS WITH THE PARTICIPATING CONTRACTING UNITS AND BILLING FOR SAID UNITS SHALL BE SEPARATE FROM THOSE OF THE COUNTY.

DELIVERY CHARGE TO COUNTY

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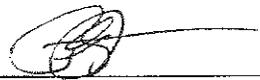
BIDDERS MUST PROVIDE THE FOLLOWING ADDITIONAL INFORMATION:

- **TRADE NAME OR BRAND NAME OF PRODUCTS OFFERED:** _____
Buckey Terminals Pennsauken NJ
Swift Oil Thorofore NJ
Seneca Partners Westville NJ
- **LOCATION OF BIDDER'S BULK STORAGE TANKS:** NONE
We obtain fuel from our suppliers daily
- **NAME, ADDRESS & PHONE NO. OF INDIVIDUAL TO CONTACT FOR INFORMATION & PLACING OF ORDERS:**
Jim Anderson
37 Center Ave
Atlantic Highlands NJ 07716
732-768-0075 - phone
732-768-0171 - fax
swantenghvac@aol.com - email

61

• VARIATIONS (IF ANY):

NONE

SIGNED:  _____

COMPANY: Riggins, Inc.

NAME: R. Paul Riggins
(PRINTED OR TYPED)

ADDRESS 3938 S. Main Rd.
Vineland, NJ 08360

TITLE: president

TELE #: 856-825-7600

DATE: 5-27-14

FAX #: 856-825-2270

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

DEAR FREEHOLDERS:

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DELIVERY CHARGE TO COUNTY

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BIDDERS MUST PROVIDE THE FOLLOWING ADDITIONAL INFORMATION:

- TRADE NAME OR BRAND NAME OF PRODUCTS OFFERED: _____

Riggins

- LOCATION OF BIDDER'S BULK STORAGE TANKS: _____

Vineland, NJ

Cape May Courthouse, NJ

- NAME, ADDRESS & PHONE NO. OF INDIVIDUAL TO CONTACT FOR INFORMATION & PLACING OF ORDERS:

Contracts and account management - Jennifer Merlino
jmerlino@rigginsoil.com 856-825-7600 x1013

placing orders - dispatch available 24/7
wholesaledispatch@rigginsoil.com 856-825-7600 option 2

GI

• **VARIATIONS (IF ANY):**

None

SIGNED: 

COMPANY: East River Energy, Inc.

NAME: Donald M. Herzog
(PRINTED OR TYPED)

ADDRESS 401 Soundview Road, P.O. Box 388
Guilford, CT 06437

TITLE: President & CEO

TELE #: 800-336-3762

DATE: 5/28/2014

FAX #: 203-453-3899

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

DEAR FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF NO. 2 HEATING OIL FOR THE COUNTY OF GLOUCESTER AND THE PARTICIPATING MEMBERS UNDER THE COUNTY'S CO-OP PROGRAM, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON MAY 29, 2014 AT 10:00 AM PREVAILING TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

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DELIVERY CHARGE TO COUNTY

+ \$ 0.1799

BIDDERS MUST PROVIDE THE FOLLOWING ADDITIONAL INFORMATION:

- **TRADE NAME OR BRAND NAME OF PRODUCTS OFFERED:** Sunoco
and Valero

- **LOCATION OF BIDDER'S BULK STORAGE TANKS:** Philadelphia, PA

- **NAME, ADDRESS & PHONE NO. OF INDIVIDUAL TO CONTACT FOR INFORMATION & PLACING OF ORDERS:**
Commercial Dispatch Department: 800-336-3762 24/7/365 for Placing Orders
Maryanne E. Little for Bid or Contract Questions 800-336-3762 x 2030

• VARIATIONS (IF ANY):

SIGNED: *Charlie Joanedis*

COMPANY: PAPCO, Inc.

NAME: Charlie Joanedis
(PRINTED OR TYPED)

ADDRESS 2 New Rd, Suite 311
Aston, PA 19014

TITLE: NE Regional Manager

TELE #: (610) 361-8000

DATE: May 28, 2014

FAX #: (610) 361-8924

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

DEAR FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF NO. 2 HEATING OIL FOR THE COUNTY OF GLOUCESTER AND THE PARTICIPATING MEMBERS UNDER THE COUNTY'S CO-OP PROGRAM, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON MAY 29, 2014 AT 10:00 AM PREVAILING TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

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DELIVERY CHARGE TO COUNTY \$ 0.1964

PRICING DOES NOT INCLUDE APPLICABLE TAXES

BIDDERS MUST PROVIDE THE FOLLOWING ADDITIONAL INFORMATION:

- **TRADE NAME OR BRAND NAME OF PRODUCTS OFFERED:** _____
No. 2 Oil Heating Oil
Sunoco, Buckeye, Global

- **LOCATION OF BIDDER'S BULK STORAGE TANKS:** _____
Philadelphia, PA

- **NAME, ADDRESS & PHONE NO. OF INDIVIDUAL TO CONTACT FOR INFORMATION & PLACING OF ORDERS:**

Contract information:

Gary N. Kligos, Business Development Manager (610) 361-8000
Cristina Rodelo, Bid Coordinator (732) 428-2608

Placing Orders:
Please call (610) 361-8000 Monday – Friday between the hours of 8AM – 6PM

GI

• VARIATIONS (IF ANY):

NONE

SIGNED: Gene Raymond COMPANY: MAJESTIC OIL CO, INC.

NAME: GENE RAYMOND IV ADDRESS 2104 FAIRFAX AVE
(PRINTED OR TYPED) CHERRY HILL, NJ 08003

TITLE: PRESIDENT TELE #: 856-731-8801

DATE: 5/27/14 FAX #: 856-731-8824

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

DEAR FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF NO. 2 HEATING OIL FOR THE COUNTY OF GLOUCESTER AND THE PARTICIPATING MEMBERS UNDER THE COUNTY'S CO-OP PROGRAM, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON MAY 29, 2014 AT 10:00 AM PREVAILING TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

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DELIVERY CHARGE TO COUNTY

\$.2889

BIDDERS MUST PROVIDE THE FOLLOWING ADDITIONAL INFORMATION:

- **TRADE NAME OR BRAND NAME OF PRODUCTS OFFERED:**

PPR Energy Plus or Sunoco Logistics

- **LOCATION OF BIDDER'S BULK STORAGE TANKS:**

2104 FAIRFAX AVE, CHERRY HILL, NJ 08003

- **NAME, ADDRESS & PHONE NO. OF INDIVIDUAL TO CONTACT FOR INFORMATION & PLACING OF ORDERS:**

MAJESTIC OIL CO. INC.
2104 FAIRFAX AVE
CHERRY HILL NJ 08003
856-151-8824
GENE RAYMOND