

AGENDA

7:30 p.m. Wednesday, October 1, 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 September 17, 2014.

P-1 Proclamation Recognizing the 25th Year Anniversary Celebration of Cardinal Village (Previously Presented) (Simmons)

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

- HENDRICKSON MILL BRIDGE - \$303,374.00 - These funds will assist in the reconstruction of Hendrickson Mill Bridge. The bridge was heavily damaged during Hurricane Irene and has since been demolished.
- GLOUCESTER COUNTY BRIDGE REHABILITATION PROJECT - \$1,000,000.00 - This Local Bridge Program funding is to be used for the repairs of various bridges in locations throughout Gloucester County. NJDOT is focusing on preventative maintenance, rehabilitation and selective replacement of bridges.
- JOINT DELAWARE RIVER REGION RAIL PROJECT- WEATHER MONITORING STATIONS - \$100,000.00 - This grant will provide funding for weather stations that will be installed along the Conrail rail line from the Pavonia Yard in Camden City and south through Camden, Gloucester and Salem Counties while ending in Carney's Point Township. Burlington, Cumberland and Mercer Counties will also install three weather stations in rail yards within their boundaries. An additional \$50,000.00 will also be awarded towards this project at a later time as part of the FY14 Homeland Security grant.
- PEER GROUPING - \$80,379.00 - The Peer Grouping program is designed to provide care management and supportive services such as personal care/homemaking assistance and adult day care for the elderly residents of Gloucester County suffering from dementia related illnesses and to forestall nursing home placement. Funding for this program is mandated by Medicaid requiring 10% of increased revenue be allocated to the Peer Grouping initiatives.

A-2 RESOLUTION TO CONTRACT WITH AVAYA FOR MAINTENANCE AND SUPPORT OF TELEPHONE SWITCHES IN VARIOUS COUNTY BUILDINGS FROM NOVEMBER 1, 2014 TO OCTOBER 31, 2015 THROUGH STATE CONTRACT #A80802 IN THE AMOUNT OF \$100,468.32.

The County has Avaya Voice Switches (Phones) in the following locations: Clayton Complex Emergency Response Building, Health Department, Shady Lane, Courthouse, Justice Complex, Adult Probation – 5 Points Facility, Administration Building, Budd Boulevard, Board of Elections and the Board of Social Services. Avaya's contract will provide hardware and software support at these locations for a period of 12 months in the amount of \$100,468.32. The County will recoup \$6,082.92 for maintenance and support of the telephone switches used by the Department of Social Services.

A-3 RESOLUTION AUTHORIZING CONTINUANCE OF THE COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM #CK-01-GC AND #16-GL-CP, FROM OCTOBER 16, 2014 TO OCTOBER 15, 2019.

The County previously implemented a Cooperative Contract Purchasing System wherein two or more local contracting units join together for the provision or performance of goods or services as per N.J.S.A. 40A:11-10 and 11-11. The County advertises for bids and awards a contract to the lowest responsible and responsive bidder. By mutual agreement between the County and the contractor, the contract is extended to other contracting units within the County. The participating members then contract directly with the contractor subject to specifications in the master contract. This resolution will authorize

continuation of County's Cooperative Contract Purchasing System identified as #CK-01-GC and #16-GL-CP, as it provides an economic advantage to participating members in allowing them to purchase consistent with contracts negotiated by the County for a five-year period from October 16, 2014 to October 15, 2019.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION TO ELIMINATE THE SEPTEMBER 3, 2014 CONTRACT EXTENSION WITH THE GCIT FOR THE YOUTH ONE-STOP PROGRAM.

This Resolution authorizes the elimination of a contract extension between the County and Gloucester County Institute of Technology to supply a total education, vocation and support service package for at risk youth students through the Youth One-Stop. The original Contract was passed by Resolution on July 10, 2013. It was amended on May 21, 2014 to extend the term for an additional one year period from July 1, 2014 to June 30, 2015 due to additional available funding. On September 3, 2014 a Resolution was approved to extend the original Contract funding through September 30, 2014. It has been determined that by eliminating the extension all funding may be exhausted under the terms of the July Amendment.

C-2 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY TO MANAGE A TENANT BASED RENTAL ASSISTANCE PROGRAM FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2015 IN AN AMOUNT NOT TO EXCEED \$70,000.00.

This Resolution authorizes a Shared Services Agreement with the Housing Authority of Gloucester County (HAGC) for the Management of a Tenant Based Rental Assistance Program for Gloucester County residents currently receiving Section 8 housing vouchers. The Agreement is from September 1, 2014 to August 31, 2015. The Gloucester County Board of Chosen Freeholders has an interest in preventing homelessness in the County and Section 8 housing vouchers are limited in number and may take as long as six months to become available to new applicants. The HAGC in conjunction with the Gloucester County Board of Social Services and the Community Development Block Grant/HOME Program wishes to enter into an agreement whereby the Board of Social Services will send eligible clients to the HAGC who will locate affordable housing for these clients. The HOME Investment Partnership Program Funds will then pay the rent of these clients until Section 8 vouchers become available. The Agreement is in an amount not to exceed \$70,000.00. This is a grant funded program.

C-3 RESOLUTION APPROVING AN AGREEMENT WITH PAULSBORO IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO REMOVE ARCHITECTURAL BARRIERS AT THE MUNICIPAL BUILDING PARKING LOT FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015 USING \$50,000.00.

The Planning Division's Housing and Community Development Program is requesting the approval of an Agreement with the Borough of Paulsboro for ADA improvements at the municipal building parking lot to provide handicap parking spaces, signage and ADA handicap ramps at the sidewalk entrances thereby removing architectural barriers to handicapped persons and senior citizens. This is an approved Public Facilities Project using Community Development Block Grant Funds from October 1, 2014 to September 30, 2015 in the amount of \$50,000.00.

C-4 RESOLUTION APPROVING CONTRACT CHANGE ORDER INCREASE #01 WITH ZONE STRIPING, INC. BY \$16,331.70 FOR A NEW AMOUNT OF \$399,665.47.

This Resolution will authorize a Contract Change Order Increase #01 with Zone Striping, Inc. (501 New Jersey Avenue, Glassboro, NJ 08028) based on seven (7) Supplemental Items, listed on the Change Order for the parking lot renovations at GCIT, in the amount of \$16,331.70, resulting in a new contract amount of \$399,665.47 in association with the project "Countywide State Aid Roadway Safety Project, Gloucester County" Engineering Project #14-15SA (hereinafter the "Project"). This Project entails installation of raised pavement markers, flexible delineators, guide rail replacement, traffic stripes, long life, epoxy resin for edge lines, centerline, lane lines, traffic markings, lines and symbols as well as removal of traffic stripes and markings within the County's jurisdictional limits, and also includes parking lot renovation work (striping) completed at GCIT.

C-5 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT AMENDMENT INCREASE #03 WITH FEDERICI & AKIN, P.A. BY \$12,000.00 FOR A NEW AMOUNT OF \$172,000.00

This Resolution will authorize Professional Services Contract Modification #03 with Federici & Akin, P.A. Consulting Engineers (307 Greentree Road, Sewell, NJ 08080), by \$12,000.00, required for the completion of Dam Inspection reporting to NJDEP, & Environmental Permit reporting to NJDEP in Association with

County Dams, as part of Engineering Project # 13-13. The expanded cost of \$12,000.00 creates a new contract amount of \$172,000.00.

C-6 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH BUD CONCRETE, INC. BY \$41,108.10 FOR A NEW AMOUNT OF \$140,762.10.

This Resolution will authorize and approve a Contract Change Order #02-Decrease by \$41,108.10 for a new amount of \$140,762.10 between the County and Bud Concrete, Inc. The Change Order is necessitated by various extras and reductions in item quantities to reflect as-built conditions. This contract was awarded based upon bids that were publicly received and opened by the County for the Project on Friday, September 6, 2013. Bud Concrete, Inc. was determined to be the lowest responsive and responsible bidder for the Project, "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Public Works, Highway Project #13-15, for an original amount of \$168,000.00, along with Change Order Increase #01 by \$13,870.20 passed by Resolution on March 19, 2014.

C-7 RESOLUTION TO PURCHASE A 2015 FORD SUV POLICE INTERCEPTOR FROM WINNER FORD FOR \$32,384.00.

This Resolution authorizes the purchase of a 2015 Ford SUV Police Interceptors AWD from Winner Ford 250 Berlin Rd, Cherry Hill, N.J. 08034. The vehicle will cost \$32,384.00. The vehicle will be utilized by the County's Sheriff's Department to conduct County business, as per PD-014-045.

C-8 RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN SPECIALIZED MAINTENANCE VEHICLES AND EQUIPMENT.

This Resolution authorizes the purchase of five maintenance vehicles and equipment:

1. a 2015 Freightliner GHG 14 114SD SBA with a mounted Ace lugger hoist and grease and filter cake lugger from Transteck, Inc., d/b/a Freightliner of Bridgeport (400 Heron Drive, Swedesboro, NJ 08085), as per PD# 014-040 for the amount of \$178,097.00;
2. a Vactor V6015S Ramjet mounted on a Freightliner M2 with an Allison transmission, 300 HP diesel engine and air conditioning from Granturk Equipment Co., Inc., 1 Schuylkill Parkway, Bldg. B, Bridgeport, Pa 19405, as per PD# 014-039 for the amount of \$259,817.00;
3. a 2014 Freightliner 114SD Vactor 2100 plus PD, Chassis mounted combination vacuum and high pressure sewer cleaner from Granturk Equipment Co., Inc., as per PD# 014-037 for the amount of \$361,593.00;
4. a 2015 John Deere Caterpillar 950K Wheel Loader from Jesco, Inc., located at 118 St. Nicholas Avenue, So. Plainfield, NJ 07080, as per PD-014-038 for the amount of \$227,189.00; and
5. a John Deere 5055E Cab Utility Tractor with a John Deere MX8 lift type center drive rotary cutter with options including duel mid valves with joystick controls and 4 year 1500 hour warranty from Central Jersey Equipment, LLC, located at 670 Route 40, Elmer, NJ 08318, as per PD-014-041 for the amount of \$36,749.00.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

E-1 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ALL ABOUT CARE, LLC FOR THE PROVISION OF THE PEER GROUPING HOMEMAKER/PERSONAL CARE PROGRAM FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 IN AN AMOUNT NOT TO EXCEED \$31,970.00.

This Resolution authorizes the execution of a contract, awarded by RFP# 013-041, with All About Care LLC., 870 Mantoloking Road, Brick, N.J. 08723, from January 1, 2014 to December 31, 2014, in an amount not to exceed \$31,970.00. The contract is for the provision of the Peer Grouping, Homemaker Care/Personal Program to elderly clients residing in Gloucester County with dementia and related illnesses, which is administered by the Gloucester County Division of Senior Services The contract is contingent upon grant funding under the Peer Grouping Grant awarded by the New Jersey Department of Human Services Division of Aging Services, to the Gloucester County Improvement Authority. The County received permission from the State in September, 2014 to place this item on the Freeholder Agenda.

E-2 RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH THE GCIA FOR THE COUNTY TO ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES AT THE SHADY LANE NURSING HOME, FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.

This Resolution authorizes the execution of a contract with the Gloucester County Improvement Authority (GCIA), as the owner/operator of the Shady Lane Nursing Home, to administer certain care management support services to the elderly, from January 1, 2014 to December 31, 2014, Through this contract the

County Division of Senior Services will, through subcontractors, provide in-home care management and support services such as homemaker assistance and adult day care to Gloucester County elderly suffering from dementia-related illnesses. The GCIA will pay the County total contract amount of \$80,379.00, which funds are from a State Peer Grouping Grant.

E-3 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ECOLANE USA, INC., FOR THE PURCHASE OF A FULLY AUTOMATED SCHEDULING AND ROUTING SOFTWARE AND HARDWARE SOLUTION FOR THE DIVISION OF TRANSPORTATION SERVICES AND EXISTING UNITS WITHIN THE COUNTY FOR \$78,300.00.

The Division of Transportation Services has a need for a fully automated scheduling and routing software and hardware solution for the Division of Transportation Services and existing units within the County. The Purchasing Department sent out a bid request PD-014-042 and it is recommended that the contract be awarded to Ecolane USA, Inc.

E-4 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE NEW JERSEY ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS FOR A PUBLIC HEALTH ACCREDITATION TRAINING "MINI GRANT" FROM JUNE 25, 2014 TO SEPTEMBER 29, 2014 IN THE AMOUNT OF \$1,200.30.

This Resolution authorizes the application on behalf of the County Department of Health, Senior and Disability Services, to the National Association of County and City Health Officials (NACCHO) for a public health accreditation training mini grant in the amount of \$1,200.30, from June 25, 2014 to September 29, 2014. This grant will provide support to the County Health Department's development and implementation of a self-assessment, workforce development plan and quality improvement plan as the Department works toward Public Health Accreditation goals.

E-5 RESOLUTION AUTHORIZING AN AMENDMENT TO APPLICATION TO THE STATE DEPARTMENT OF COMMUNITY AFFAIRS FOR THE RECREATIONAL OPPORTUNITIES ACT GRANT TO DECREASE GRANT APPLICATION TO A TOTAL AMOUNT OF \$17,970.00 WHICH INCLUDES A CASH MATCH OF \$2,995.00.

This Resolution authorizes a Revised Grant Application to the New Jersey Department of Community Affairs for a Recreational Opportunities Act Grant in the total amount of \$17,970.00, which includes a County cash match of \$2,995.00, from July 1, 2014 to June 30, 2015. Because this grant includes a local match cash requirement to 20%, the County must appropriate \$2,995.00 to match the State-awarded amount of \$14,975.00. The original Resolution of June 25, 2014, authorized an application for \$24,000.00, which included a cash match of \$4,000.00. The State awarded the aforesaid \$17,970.00 with the \$2,995.00 cash match, thus requiring an amended application to be submitted. This is a continuation of the grant, "Eye Deal Connection" and will enable the Department of Health, Senior and Disability Services, Division of Disability Services to continue to provide a planned program of leisure activities to our residents who are blind and visually impaired.

E-6 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO SOUTHERN NEW JERSEY PERINATAL COOPERATIVE FOR WIC LACTATION CONSULTANT SERVICES FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015 FOR \$19,635.00.

This Resolution authorizes the award of a professional services contract as per RFP 014-037 with Southern New Jersey Perinatal Cooperative for Women, Infants and Children Program (WIC) Lactation Consultant Services from October 1, 2014 to September 30, 2015 for \$19,635.00. The WIC Program is a supplemental food program to provide services to pregnant or postpartum women, infants and children under five years of age. The services will be provided by an International Board Certified Lactation Consultant and will include breastfeeding promotion and education, lactation consultations and assessments, and recommended interventions to improve lactation quality and duration for WIC clients.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

F-1 RESOLUTION TO CONTRACT WITH S.J. FARMERS EXCHANGE, INC., FISHER & SON COMPANY, INC., MITCHELL PRODUCTS, LLC, JOHN DEERE LANDSCAPES, HELENA CHEMICAL CO., SYNATEK SOLUTIONS, INC., REED AND PERRINE SALES, INC. AND AGRIMUM ADVANCED TECHNOLOGIES, INC. FOR SUPPLY AND DELIVERY OF GRASS SEED, TOPDRESSING, FERTILIZERS AND PLANT PROTECTANTS FOR PITMAN GOLF COURSE AND VETERANS CEMETERY FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$108,500.00.

This Resolution authorizes contracts for the supply and delivery of specific grass seed, topdressing, fertilizers and plant protectant products for the Pitman Golf Course and the Veterans Cemetery per PD-014-035 as follows:

- S.J. Farmers Exchange, Inc. in an amount not to exceed \$15,500.00,
- Fisher & Son Co. in an amount not to exceed \$10,000.00,
- Mitchell Products, LLC in an amount not to exceed \$6,500.00,

- John Deere Landscapes in an amount not to exceed \$9,000.00,
- Helena Chemical Co. in an amount not to exceed \$21,000.00,
- SynaTek Solutions, Inc. in an amount not to exceed \$16,500.00
- Reed and Perrine Sales, Inc. in an amount not to exceed \$13,000.00, and
- Agrium Advanced Technologies, Inc. in an amount not to exceed \$17,000.00.

These grounds maintenance materials are necessary to protect the turf from weed encroachment, death from diseases and to keep the turf healthy. Grass seed is needed to repair damage done daily by golfers and cart traffic at the golf course and to repair freshly filled graves at the Veterans Cemetery.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

G-1 RESOLUTION APPROVING CONTRACTS WITH CAMDEN BAG & PAPER, CO., LLC; CALICO INDUSTRIES, INC.; IMPERIAL BAG AND PAPER CO., LLC; OFFICE BASICS, INC.; SOUTH JERSEY PAPER PRODUCTS; AND DAVE'S CLEANING SERVICE, INC., DBA GENERAL CHEMICAL & SUPPLY AS A RESULT OF A SPLIT BID TO PURCHASE JANITORIAL SUPPLIES FROM NOVEMBER 7, 2014 TO NOVEMBER 6, 2016 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER COMPANY PER YEAR.

This Resolution authorizes contracts with various vendors splitting the bid for the purchase of janitorial supplies per the specifications in PD-014-043 from November 7, 2014 to November 6, 2016, in an amount not to exceed \$40,000.00 times six companies for a yearly not to exceed amount of \$240,000.00. The County has the option to extend the contract for two (2) one (1) year terms or one (1) two (2) year term.

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, September 17, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons	X	
Taliaferro	X	
Damminger	X	

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

Changes to the Agenda

Approval of the regular meeting minutes from September 3, 2014

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

48657 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF SEPTEMBER 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		14-07306 14-07142
Christy			X		
DiMarco			X		
Simmons		X	X		14-06946
Taliaferro			X		
Damminger			X		

Comments: N/A

48658 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO ADDENDUM NO. 8 TO MASTER SERVICE AGREEMENT H-001, BETWEEN THE COUNTY AND THE STATE OF NEW JERSEY REGARDING TELEPHONE SERVICES PROVIDED TO THE SUPERIOR COURT BY THE COUNTY.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48659 RESOLUTION TO PURCHASE THE HARDWARE, SOFTWARE, SUPPORT AND LICENSING FROM COMM SOLUTIONS COMPANY TO UPGRADE THE STORAGE AREA NETWORK AT THE CLAYTON COMPLEX FOR THE TOTAL AMOUNT OF \$119,743.07.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

48660 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO CONTRACTS FOR THE PURCHASE OF MEDICAL SUPPLIES AND PRODUCTS FOR EMS, AS PER BID PD 013-047, FROM OCTOBER 4, 2014 TO OCTOBER 3, 2015 WITH 1) V.E. RALPH & SON, INC., IN AN AMOUNT NOT TO EXCEED \$20,000.00; 2) BOUND TREE MEDICAL, LLC, IN AN AMOUNT NOT TO EXCEED \$25,000.00; 3) COMMON CENTS EMS, IN AN AMOUNT NOT TO EXCEED \$15,000.00; 4) QUADMED, IN AN AMOUNT NOT TO EXCEED \$15,000.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48661 RESOLUTION AUTHORIZING A CONTRACT WITH DM MEDICAL BILLINGS TO PROVIDE THIRD-PARTY EMS BILLING SERVICES, IN AN AMOUNT NOT TO EXCEED \$185,000.00, FROM SEPTEMBER 18, 2014 TO SEPTEMBER 17, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48662 RESOLUTION AUTHORIZING AN EASEMENT AND USE AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF CAMDEN FOR THE INSTALLATION OF PUBLIC SAFETY COMMUNICATIONS ANTENNA AND RELATED NECESSARY EQUIPMENT AT THE TELECOMMUNICATIONS TOWER SITE, CAMDEN COUNTY COLLEGE, BLACKWOOD CAMPUS.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48663 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE SFY 14 STATE AID ANNUAL APPROPRIATIONS FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$100,000.00 WITH A FUNDING PERIOD FROM JULY 1, 2014 TO AUGUST 31, 2016 WHICH WILL PROVIDE FUNDS FOR BUILDING AND SUSTAINING NATIONAL PREPAREDNESS

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48664 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY TO PROVIDE WORKPLACE LITERACY PROGRAMS FROM JULY 1, 2014 TO JUNE 30, 2015, IN AN AMOUNT NOT TO EXCEED \$35,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48665 RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORM (7015.15) FOR THE DEMOLITION OF A DILAPIDATED COMMERCIAL STRUCTURE IN THE CITY OF WOODBURY.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48666 RESOLUTION APPROVING CONTRACT CHANGE ORDER INCREASE #02-FINAL WITH R.E. PIERSON CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$85,403.20 RESULTING IN A TOTAL CONTRACT AMOUNT OF \$2,702,371.92.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					X
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER TALIAFERRODEPARTMENT OF HEALTH &
HUMAN SERVICESFREEHOLDER TALIAFERRO
FREEHOLDER BARNES

48667 RESOLUTION APPROVING AN AMENDMENT TO A CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT IN THE AMOUNT OF \$8,815.00 RESULTING IN A TOTAL AMOUNT NOT TO EXCEED \$211,515.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48668 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR THE WOMEN, INFANTS AND CHILDREN (WIC) GRANT FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015 IN AN AMOUNT NOT TO EXCEED \$745,853.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48669 RESOLUTION ENDORSING THE YOUTH SERVICES COMMISSION 2015-2017 COMPREHENSIVE PLAN AND AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR STATE/COMMUNITY PARTNERSHIP AND FAMILY COURT GRANT FUNDS TOTALING \$557,805.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PARKS &
LAND PRESERVATIONFREEHOLDER DIMARCO
FREEHOLDER CHILA

48670 RESOLUTION TO PURCHASE ONE (1) TORO WORKMAN HDX-D MULTIPURPOSE UTILITY VEHICLE FROM TURF EQUIPMENT & SUPPLY CO. FOR THE TOTAL AMOUNT OF \$22,724.49.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICESFREEHOLDER CHRISTY
FREEHOLDER DIMARCO

48671 RESOLUTION AUTHORIZING EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR THE GOOD NEIGHBOR CITIZENSHIP GRANT FROM STATE FARM INSURANCE COMPANY FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 IN THE AMOUNT OF \$12,500.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48672 RESOLUTION AUTHORIZING EXECUTION OF RENEWAL OF TITLE IV-D, NJKIDS REIMBURSEMENT AGREEMENT WITH THE STATE DIVISION OF FAMILY DEVELOPMENT FOR THE COUNTY SHERIFF FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48673 RESOLUTION APPROVING AND AUTHORIZING AN AMENDMENT TO A CONTRACT WITH JOSEPH PORRETTA BUILDERS, INC., FOR ADDITIONAL CONSTRUCTION WORK IN THE AMOUNT OF \$3,228.69 RESULTING IN THE REVISED CONTRACT AMOUNT OF \$100,914.69.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes	X		X		
Christy					X
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48674 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO ADAMS, REHMANN & HEGGAN ASSOCIATES, INC., FOR A TOTAL CONTRACT AMOUNT OF \$64,175.00 FROM SEPTEMBER 17, 2014 TO SEPTEMBER 16, 2015.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:

- Ken DeFay, Sewell, had questions about recycling paper and cost of brochure. Also asked about the spay and neuter clinic and costs.
- Amy Chew, Washington Township, is an Inspira Nurse and spoke about the union organization.
- Sue Davis, West Deptford, thanked the Board for their support of the union.

- Nicholas Matorato, Mantua, spoke about the union at Inspira and thanked the Board for their support.
- Rich Cronin, Mantua, asked for an update on Jessup Mill Road.

CLOSE

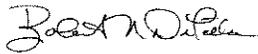
	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 7:49 PM

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A



ROBERT N. DILELLA, CLERK

P.1

**RECOGNIZING
THE 25TH YEAR ANNIVERSARY CELEBRATION
OF
CARDINAL VILLAGE**

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to recognize **Cardinal Village** on its 25th Year Anniversary as one of the premier retirement communities in Gloucester County; and

WHEREAS, **Cardinal Village** opened 1989 as an independent living community in Washington Township with 200 apartment units located on 14 acres. **Cardinal Village** was then privately owned and operated as a non-profit and achieved the status of being the premier retirement community in South Jersey. **Cardinal Village** was affiliated with a religious organization, and its atmosphere was comparable to a cruise ship vacation with residents required to dress for dinner and participate in nightly dancing. As the residents aged, management realized the need for additional services that would allow the residents to age in place. In 1998, almost half of the apartments were converted to assisted living units; and

WHEREAS, in 2007 new owners acquired **Cardinal Village** and additional assisted living units were added. Today, **Cardinal Village** offers both independent living and assisted living for seniors in a safe, secure, comfortable environment; and

WHEREAS, **Cardinal Village** prides itself on the care that the residents receive and is very proud to be a part of the community by supporting various charitable organizations. **Cardinal Village** recognizes and greatly appreciates the support of the residents, their families and the local community; 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 Taliaferro do hereby recognize and congratulate **Cardinal Village** on its 25th Year Anniversary.

IN WITNESS WHEREOF, the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 16th day of September, 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 Taliaferro
Freeholder

ATTEST:

Robert M. Dilella, Clerk

A-1

**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 **\$303,374.00**, which item is now available as a revenue from the Federal Emergency Management Agency Hendrickson Mill Bridge, to be appropriated under the caption of the Federal Emergency Management Agency Hendrickson Mill Bridge - *Other Expenses*;
- (2) The sum of **\$1,000,000.00**, which item is now available as a revenue from the New Jersey Department of Transportation Trust Fund Gloucester County Bridge Rehabilitation Project, to be appropriated under the caption of the New Jersey Department of Transportation Trust Fund Gloucester County Bridge Rehabilitation Project- *Other Expenses*;
- (3) The sum of **\$100,000.00**, which item is now available as a revenue from Homeland Security Joint Delaware River Region Rail Project – Weather Monitoring Stations, to be appropriated under the caption of Homeland Security Joint Delaware River Region Rail Project – Weather Monitoring Stations - *Other Expenses*;
- (4) The sum of **\$80,379.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Peer Grouping, to be appropriated under the caption of the State of New Jersey Department of Human Services Peer Grouping - *Other Expenses*.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-2

RESOLUTION TO CONTRACT WITH AVAYA FOR MAINTENANCE AND SUPPORT OF TELEPHONE SWITCHES IN VARIOUS COUNTY BUILDINGS FROM NOVEMBER 1, 2014 TO OCTOBER 31, 2015 THROUGH STATE CONTRACT #A80802 FOR \$100,468.32

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

WHEREAS, the County of Gloucester has a need to purchase an Avaya maintenance and support contract on phone switches for the following locations: Clayton Complex Emergency Response Building, Health Department, Shady Lane, Courthouse, Justice Complex, Adult Probation-5 Points Facility, Administration Building, Budd Boulevard, Board of Elections and Social Services; and

WHEREAS, it has been determined that the County of Gloucester can purchase the said one year maintenance and support contract from AVAYA for a total amount of \$100,468.32 through State Contract #A80802; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$15,730.90, pursuant to CAF# 14-08035 which amount shall be charged against budget line item 4-01-20-140-001-20370, for coverage of November and December 2014. The balance of \$78,654.50 shall be encumbered upon the approval of the 2015 budget. The County will be recoup \$6,082.92 for maintenance and support of telephone switches used by the Department of Social Services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase a one year hardware and software maintenance and support contract for County telephone switches from AVAYA for a total amount of \$100,468.32 through State Contract #A80802 from November 1, 2014 to October 31, 2015.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-08035 DATE 9/17/2014

BUDGET NUMBER 4-01-20-140-001-20370

AMOUNT OF CERTIFICATION \$ 15,730.90

DEPARTMENT I.T.

COUNTY COUNSEL Emmett Primes

DESCRIPTION OF PRODUCT OR SERVICE

Maintenance and support of telephone switches in various County Buildings Contract term 11/1/2014-10/31/2015 Payment covers November and December 2014 Portion of contract Balance of \$78,654.50 to be encumbered upon approval of 2015 Budget. In addition Social Services will pay \$6,082.92 from their Budget as per invoice 101802738

VENDOR NAME Avaya

ADDRESS 14400 Hertz Quail Springs

CITY/STATE/ZIP Oklahoma City, OK 73134

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 9-18-14

FREEHOLDER MEETING DATE 10/1/2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

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

A.2

REQUISITION	
NO.	R4-08304

SHIP TO	GLOUC. CO I.T DEPARTMENT 2 SOUTH BROAD STREET WOODBURY, NJ 08096 ATTN: Amy Gregg
VENDOR	VENDOR #: AVAYA010 AVAYA COMMUNICATIONS 14400 HERTZ QUAIL SPRINGS PRKY. ATTN: DOREEN HAMPTON OKLAHOMA CITY, OK 73134

ORDER DATE: 09/17/14
 DELIVERY DATE:
 STATE CONTRACT: A80802
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	contract #MR-1000080825 Maintenance & support of telephone switches in various county buildings (costs cover thru November 2014)	4-01-20-140-001-20370 Equipment Svc Maintenance Agreements	7,865.4500	7,865.45
1.00	Maintenance & support of telephone switches in various county buildings. (covers cost thru Dec 2014) Coverage Period:11/1/2014-10/31/2015 (12months @\$7,865.45) Total Contract: \$94,385.40 Balance of contract to be paid upon approval of 2015 budget State contract: A80802	4-01-20-140-001-20370 Equipment Svc Maintenance Agreements	7,865.4500	7,865.45
			TOTAL	15,730.90

Copy REQUESTING DEPARTMENT 9/17/14 DATE

A-2

AVAYA

Avaya Inc.
Oklahoma Customer Care Center
14400 Hertz Quail Springs Parkway
Oklahoma City, OK 73134

INVOICE

Account Number 0101802738
Company Code T01B
Invoice Number: 101802738
Invoice Date: 11/26/14

Return Service Requested

GLOUCESTER CTY BOARD OF SOCIAL SVCS
400 HOLLY DELL DR
Sewell, NJ 08080

For Billing inquires: 1-800-328-7833

To place an order: 1-800-328-7833

USA

New Charges		
Purchases Agreements:		
One-Time and Partial Charges/Credits:		
Service Agreements:		6082.92
Miscellaneous Charges:		
Total New Charges:		\$6,082.92
Federal Excise Tax:	\$0.00	
State/Local Taxes:	\$0.00	
Total Taxes on New Charges:		\$0.00
Total New Charges and Taxes:		\$6,082.92
Balance Brought Forward		\$0.00
Payments Received:		
Adjustments:	\$0.00	
Total Payments and Adjustments:		\$0.00
Remittance Amount		Total Payable Upon Receipt: \$6,082.92

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document

GLOUCESTER CTY BOARD OF SOCIAL SVCS
400 HOLLY DELL DR
Sewell, NJ 08080

AVAYA

Account Number: 101802738
Company Code T01B
Invoice Date: 11/26/2014

Please make checks payable to:

AVAYA
PO BOX 5332
New York, NY 10087-5332

Amount Due: **\$6,082.92**
Amount Enclosed:

AVAYA		AVA-020 August-11	
Channel Service Agreement Order Form			
9/5/2014		11.0.0	
Customer Name:	Gloucester County	Contract #:	Page 1 of total pages
Sold To number:	Multiple - see MSQT	MR-1000090825	11/1/14 - 10/31/15
Equipment Location Address:		Customer Contact:	Installation Date: <input checked="" type="checkbox"/> Actual OR <input type="checkbox"/> Estimated
See MSQT quote			
City	State	Zip	Customer Contact Telephone Number:
			Avaya bill commencement date for new support services orders is the first day of the second month upon Avaya's acceptance of the order. For support services renewal or reseat orders, the start date will be the first billing cycle date following Avaya's acceptance of the order. The support services ordered hereunder and the associated billing may commence, in some cases, during the Avaya Product warranty period. If this order is for replacement services or changed services for a Product currently covered by another Avaya support service, Customer hereby agrees to terminate the replaced service effective the date of implementation of the replacement service. Customer acknowledges that termination charges may apply in accordance with Avaya's termination policy and Customer's commercial agreement.
<p>NOTICE: THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF AVAYA'S MASTER MAINTENANCE AND MANAGED SERVICES TERMS FOUND AT https://downloads.avaya.com/pdf/public/100172253 IN EFFECT AS OF THE DATE OF THIS ORDER, AND SUCH TERMS AND CONDITIONS ARE INCORPORATED INTO THIS ORDER BY REFERENCE. ANY TERMS AND CONDITIONS ON CUSTOMER'S PURCHASE ORDER OR OTHER SUBMITTED DOCUMENTATION OR WEBSITES SHALL HAVE NO FORCE AND EFFECT. However, if Avaya and Customer have executed a master or frame agreement that includes maintenance and managed services terms and conditions that is currently in effect between the parties, this Order Form shall be subject to the terms and conditions of such agreement. The support services ordered hereunder are described and subject to the terms of the support service description (e.g., Service Agreement Supplement, statement of work, service description) (the "SAS") in effect as of the date of the Order, which SAS is incorporated by reference into this Order.</p> <p>Customer authorizes Avaya to release information related to inventory and billing for this customer location to the authorized Avaya Business Partner/Distributor. This information will enable the Avaya Business Partner/Distributor to accurately quote to Customer future Avaya products and services. Unless otherwise specified, this authorization shall remain in effect until the earlier of written notification by the Customer or the termination/expiration of maintenance by the original Business Partner whose name appears on this Order Form.</p> <p>The Maintenance services unit price associated with Call Center Administered Agents and Administered Voice Mail Boxes will remain fixed based on the number of units located at the site at commencement of Maintenance services for that site. Such per unit charge will remain unchanged for the contracted term of maintenance support, independent of quantity changes recorded during true-ups. The Maintenance Services ordered hereunder and the associated billing may commence, in some cases, during the Avaya Product warranty period. Avaya will, at its discretion, perform a true up on no more than a quarterly basis to reconcile future billing on any items which have been added (activated) or removed (deactivated) during the previous period. No credits or cash payments will be issued against previously paid amounts. Service charges for IP ports and certain Communication Manager applications (including but not limited to Wan Spare Processor, Local Spare Processor, Survivable Remote Processor & IP Agents) located at remote customer sites that are priced under the utility pricing methodology will be invoiced at customer's main/media server location. These service charges will be invoiced based on the coverage option and pricing reflected at the main site or location.</p> <p>Customer authorizes Avaya to release information related to inventory and billing for this customer location to the authorized Avaya Business Partner/Distributor. This information will enable the Avaya Business Partner/Distributor to accurately quote to Customer future Avaya products and services. Unless otherwise specified, this authorization shall remain in effect until the earlier of written notification by the Customer or the termination/expiration of maintenance by the original Business Partner whose name appears on this Order Form.</p>			
			Prepaid Payment
See MSQT Clayton Complex Quote # 440245 SA 8x5 Onsite No sets			\$ 28,473.36
See MSQT County Courthouse Quote # 440236 SA 8x5 Onsite No sets			\$ 65,912.04
NJ State Contract #60802			
Total Onetime Prepaid Payment			\$ 94,385.40
Customer signature below indicates customer has read and agrees to the terms and conditions of the applicable agreement.			
Customer		Avaya Inc.	
By: (Authorized Signature)		Accepted By:	
Typed Name		Typed Name	
On: (Date)		On: (Date)	
Address		Address	
City		City	
State		State	
Zip		Zip	
Business Partner Co. Name:		Business Partner Sales Associate (Preparer):	
Strategic Products and Services		Jamey Kibble	
Business Partner HQ Address:		Phone Number:	
300 Littleton Rd Ste 200 Parsippany, NJ 07954		888-777-7280 ext 5426	
Main Telephone #:		email:	
888-777-7280		jkibble@spscom.com	
Avaya Siebel Parent ID:		Please e-mail electronic copy of this CSA Order form to bpcmtc@avaya.com	
436		with format of subject line : BP Name/Customer Name/Sold to	
Distribute to: Original (BP/CO) Copy 2 (Customer) Copy 3 (Avaya Authorized Business Partner)			

RESOLUTION AUTHORIZING CONTINUANCE OF THE COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM #CK-01-GC AND #16-GL-CP, FROM OCTOBER 16, 2014 TO OCTOBER 15, 2019

WHEREAS, cooperative contract purchasing is a purchasing system where two or more local contracting units join together for the provision or performance of goods or services as provided for by the Local Public Contracts Law, N.J.S.A. 40A:11-10 and 11-11; and

WHEREAS, the County of Gloucester previously established a Cooperative Contract Purchasing System identified as #CK-01-GC and #16-GL-CP, which provides for contracting units within the geographic boundary of Gloucester County to voluntarily purchase through the cooperative contracts, subject to bid specifications, terms and conditions of the master contract awarded by the County to the lowest responsive and responsible bidder;

WHEREAS, contracts identified as #CK-01-GC permit all contracting units (“participating members”) in the County to utilize the County’s contracts as long as the vendor has agreed to extend the prices to the Cooperative Contract Purchasing System; and

WHEREAS, participating members are encouraged to review the list of awarded contracts with identifier #CK-01-GC and then contact the vendor directly to verify availability, and thereafter generate their resolutions and contracts in accordance with NJ Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq.; and

WHEREAS, #16-GL-CP allows other Counties to participate in Gloucester County’s bid process, with Gloucester County as Lead Agency to prepare the bid specifications, advertise, and award the master contract for the commodity or services needed by all; and

WHEREAS, the County’s Cooperative Purchasing System affords an economic benefit to the participating members, and it is therefore advantageous to authorize continuance of the Cooperative Contract Purchasing System for a five-year period from October 16, 2014 to October 15, 2019.

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

1. That the County hereby authorizes the continuance of the Gloucester County Cooperative Contract Purchasing System identified as #CK-01-GC and #16-GL-CP from October 16, 2014 to October 15, 2019 for the hereinabove purposes; and
2. 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 applicable agreements or documents which may be required to effectuate the continuance of the County’s Cooperative Contract Purchasing System.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

2-1

RESOLUTION TO ELIMINATE THE SEPTEMBER 3, 2014 CONTRACT EXTENSION WITH THE GCIT FOR THE YOUTH ONE-STOP PROGRAM

WHEREAS, on July 10, 2013 the Board of Chosen Freeholders of the County of Gloucester approved a Resolution authorizing the execution of a contract between the County of Gloucester and the Gloucester County Institute of Technology to supply a total education, vocation and support service package for at risk youth students through the Youth One-Stop in an amount not to exceed \$340,000.00; and

WHEREAS, on May 21, 2014, by Resolution, the original Contract was amended to extend the term for an additional one year period from July 1, 2014 to June 30, 2015 due to additional available funding resulting in a total contract amount of \$500,000.00; and

WHEREAS, on September 3, 2014 a Resolution was approved to extend the original Contract funding through September 30, 2014; and

WHEREAS, it has been determined the extension is not necessary and the two purchase orders can coexist under the terms of the new amended Contract; and

WHEREAS, the Board has determined that it would be in the best interest of the County of Gloucester to rescind the September 3, 2014 Resolution as being redundant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the September 3, 2014 Resolution extending the Contract with the GCIT is hereby rescinded in its entirety.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, October 1, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CJ

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
HOUSING AUTHORITY OF GLOUCESTER COUNTY TO MANAGE A TENANT
BASED RENTAL ASSISTANCE PROGRAM FROM SEPTEMBER 1, 2014 TO AUGUST
31, 2015 IN AN AMOUNT NOT TO EXCEED \$70,000.00**

WHEREAS, the County of Gloucester ("County") recognizes the need to provide Tenant Based Rental Assistance (TBRA) to County residents who require such services; and

WHEREAS, the Housing Authority of Gloucester County ("Authority"), located in the County of Gloucester, has the capability of assisting qualified clients in their efforts to locate affordable housing and to apply for Section Eight funding; and

WHEREAS, the County of Gloucester through the Department of Economic Development/CDBG/HOME has funding available to assist with rental payments on behalf of said qualified clients, which can be utilized for the client's rental payments during the period pending approval of Section Eight vouchers, etc.; and

WHEREAS, the County is willing to enter into an agreement with the Housing Authority of Gloucester County relative to the management and administration of Tenant Based Rental Assistance to qualified clients, and shall reimburse the Authority for rental payments made on behalf of eligible clients awaiting Section Eight vouchers plus 10% of the processing cost which shall be paid to the Authority as administrative costs; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services; and

WHEREAS, the Agreement shall be for an amount not to exceed \$70,000.00 from September 1, 2014 to August 31, 2015; and

WHEREAS, notwithstanding the status of this Shared Services as open-ended, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$70,000.00, pursuant to CAF #14-08121, which amount shall be charged against budget line item T-03-08-714-180-21284.

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 Shared Services Agreement between the County of Gloucester and the Housing Authority of Gloucester County for the management and/or administration of the TBRA program as referenced hereinabove for the period September 1, 2014 to August 31, 2015 in an amount not to exceed \$70,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-2

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

HOUSING AUTHORITY OF GLOUCESTER COUNTY

**REGARDING THE ADMINISTRATION AND MANAGEMENT OF A
TENANT BASED RENTAL ASSISTANCE PROGRAM**

Dated: October 1, 2014

Prepared by: Emmett E. Primas, Jr.,
County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Interlocal Services Agreement"), dated **October 1, 2014**, by and between the **Housing Authority of Gloucester County**, (referred to as "Local Unit") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County"), through its Department of Public Works, Planning Division/HOME Investment Partnership Program (HOME).

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 1 N. Broad Street, Woodbury, NJ 08096;
2. The Housing Authority of Gloucester County ("Local Unit") is an Authority of the County of Gloucester located at 100 Pop Moylan Boulevard, Deptford, New Jersey ;
3. The County through the Department of Public Works, Planning Division/HOME Program desires to enter into an Agreement with the Local Unit for the administration of the County's Tenant Based Rental Assistance Program (TBRA).
4. N.J.S.A. 40A:65-1 et seq., provides a mechanism through which Counties and Municipalities may enter into an agreement for the provision of shared services.

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

AGREEMENT

A. DESCRIPTION OF PROJECT AND SERVICES.

The Project for purposes of this Agreement shall consist of the administration of the County's Tenant Based Rental Assistance Program (TBRA) by the Local Unit. The Gloucester County Division of Social Services (DSS) shall refer eligible welfare clients to the Housing Authority (Local Unit), who will thereafter provide assistance in an effort to locate affordable housing. The County of Gloucester, through Department of Public Works, Planning Division/HOME Program will provide rental payments through the TBRA program to said clients until Section Eight vouchers become available. The Local Unit shall manage the TBRA program to ensure rental payments are made on behalf of the qualified clients.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. Consistent with all applicable laws, including but not limited to 24 CFR 92.209, provide rental assistance to eligible clients referred by the Division of Social Services.
2. Assist with said client's application for Section Eight vouchers and/or funding.

3. Be responsible for administration of the TBRA program funds from the County of Gloucester, Department of Public Works, Planning Division/HOME Program during the period Section Eight vouchers are pending.

C. PAYMENT.

1. **Reimbursement.** County shall make payment to the Local Unit as reimbursement for rental payments made on behalf of eligible clients awaiting Section Eight vouchers, plus 10% of the cost of processing said rental payments, which shall be paid to the Local Unit as administrative costs.
2. **Reporting Requirements.** On a monthly basis, the Housing Authority will submit a request for payment to the Planning Director for rents paid on behalf of eligible clients plus a 10% administrative charge. Each request for reimbursement will contain required information on income eligibility for each client served. The agency shall maintain separate accounts and records adequate to identify costs pertaining to the agreement. These records shall include leases between the agency and landlord, inspection reports and disbursement data to the landlords. These records shall be made available for audit purposes and shall be retained for a period of three (3) years following expiration of this agreement, unless otherwise stipulated by the County.
3. **Estimated Costs.** Consistent with the requirements of **N.J.S. 40:8A-6a(3)**, the parties hereby estimate that the total cost of the services to be provided by the Local Unit shall be in the amount of **\$70,000.00**.

D. DURATION OF AGREEMENT AND CONTINGENCIES.

This Agreement shall be effective for the period commencing **September 1, 2014** and terminating **August 31, 2015**.

TBRA programs must adhere to applicable uniform administrative requirements of the HOME program as described in 24 CFR 92.505 as well as OMB circular A 87 and OMB circular 133. This Agreement is contingent upon Local Unit's compliance with all rules, regulations and conditions as set out herein, and as set forth by the Department of Housing and Urban Development, Home Investment Partnership Program.

This Agreement is contingent upon the availability of HOME funds to the County of Gloucester. The Local Unit understands and acknowledges that in the event extenuating circumstances beyond the County's control may affect the availability of funds, it shall thereby affect availability to the Local Unit and render this Agreement null and void.

County may, by Resolution, on 90 days' notice to the Local Unit, terminate this agreement, in which event the parties shall have no further obligation to each other.

E. SET-OFF.

Should Municipality either refuse or neglect to perform the service that Municipality is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Municipality's failure to perform, then and in that event, such expense shall be deducted from any payment due to Municipality. Exercise of such

set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority to the County by the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither County nor any Local Unit intends 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 performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

G. INDEMNIFICATION OF COUNTY.

(a) During the Term of this Shared Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.

(b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) The County and Local Unit agree as follows:

(i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit 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;

- (ii) The County shall not, without the prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project; and

H. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

I. INSURANCE.

At all times during the term of this Shared Services Agreement, the Local Unit 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, all-risk and comprehensive general liability insurance with respect to the Project as shall determined to be reasonably required. The Local Unit shall be obligated to pay for the cost of all such insurance as a component of the Costs of the Project.

J. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

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

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

L. 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 Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this 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 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 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 Local Unit 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 Interlocal Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this 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 applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

M. **EFFECTIVE DATE.** This Agreement shall be effective as of the **October 1, 2014**, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

HOUSING AUTHORITY OF
GLOUCESTER COUNTY

By:
Title:

C-2

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

~~R-4-08405~~

PURCHASE ORDER # 14-08121 DATE 9/18/14

BUDGET NUMBER T-03-08-714-150-21284, T-03-08-714-150-21285

AMOUNT OF CERTIFICATION \$ 70,000

DEPARTMENT Public Works-Planning

COUNTY COUNSEL Emmett Primas, Jr

DESCRIPTION OF PRODUCT OR SERVICE

Shared Services Agreement with the Housing Authority of Gloucester County for the Management of a Tenant Based Rental Assistance Program for Gloucester County Residents currently receiving Section 8 vouchers. Term 9/1/14 - 8/31/15. Amount is \$70,000. This is a grant funded program.

VENDOR NAME Housing Authority of Gloucester County

ADDRESS 100 Pop Maylan Blvd

CITY/STATE/ZIP Deptford, NJ 08096

DEPARTMENT HEAD APPROVAL

PURCHASING AGENT Pete Mercanti ax DATE 9/22/14

FREEHOLDER MEETING DATE Oct 1, 2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

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

CR

REQUISITION	
NO.	R4-08405

S H I P T O	GLOUC. CO PLANNING DEPARTMENT 1200 N. DELSEA DR. CLAYTON, NJ 08312 856-307-6650
	V E N D O R
	VENDOR #: HOUSI010 HOUSING AUTH. OF GLOUC. COUNTY 100 POP MOYLAN BLVD. CHRISTOPHER GRUPICO DEPTFORD, NJ 08096

ORDER DATE: 09/19/14
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SHARED SERVICE AGREEMENT BTWN THE COUNTY OF GLOUCESTER AND THE HOUSING AUTHORITY OF GLOUCESTER COUNTY FOR THE MANAGEMENT OF A TENANT BASED RENTAL ASSISTANCE PROGRAM FOR GLOUCESTER COUNTY RESIDENTS CURRENTLY RECEIVING SECTION 8 VOUCHERS. FOR THE TERM OF: 9/1/14 THRU 10/30/15.	T-03-08-714-180-21284	7,000.0000	7,000.00
		Tenant Based Rental Asst. (10% Admin)		
1.00		T-03-08-714-180-21285	63,000.0000	63,000.00
		Tenant Based Rental Assist(90% Program)		
			TOTAL	70,000.00

Richard Westergaard 9-19-14
 REQUESTING DEPARTMENT DATE

C3

**RESOLUTION APPROVING AN AGREEMENT WITH PAULSBORO IN
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO REMOVE
ARCHITECTURAL BARRIERS AT THE MUNICIPAL BUILDING PARKING
LOT FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015 USING \$50,000.00**

WHEREAS, the County is entitled to Community Development Block Grant Entitlement Funds to be used in conjunction with a Community Development Program as specifically set forth in a Community Development Consolidated Plan submitted to the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County, as applicant, has primary responsibility for administering the Program and has provided certain assurances and certifications to HUD as required by the Housing and Community Development Act and by HUD; and

WHEREAS, the County, pursuant to the provisions of 24 CFR 570, may delegate the implementation of certain community development activities to the municipalities located within the County; and

WHEREAS, the Borough of Paulsboro has proposed ADA improvements at the municipal building parking lot to provide handicap parking spaces, signage and ADA handicap ramps at the sidewalk entrances pursuant to an approved public facilities project with the use of CDBG funds, in the amount of \$50,000.00; and

WHEREAS, the term of this Agreement is from October 1, 2014 to September 30, 2015 and the Purchasing Agent for the County has certified the availability of funds pursuant to CAF# 14-08120, which amount shall be charged against line item T-03-08-612-170-21214.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester approves an agreement with Borough of Paulsboro to administer CDBG funds in the amount of \$50,000.00 from October 1, 2014 to September 30, 2015 for ADA improvements at the municipal building parking lot to provide handicap parking spaces, signage and ADA handicap ramps at the sidewalk entrances thereby removing architectural barriers to handicapped persons and senior citizens.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-3

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # R4-08388 14-08120 DATE 9/18/14

BUDGET NUMBER T-03-08-612-170-21214

AMOUNT OF CERTIFICATION \$ 50,000

DEPARTMENT Public Works - Planning

COUNTY COUNSEL Emmett Primas, Jr.

DESCRIPTION OF PRODUCT OR SERVICE

Agreement with the Borough of Paulsboro for ADA improve-
ments at the borough hall municipal lot to benefit physically
handicapped residents. Term is 10/1/14 - 9/30/15. in the
amount of \$50,000. This is a grant funded program.

VENDOR NAME Borough of Paulsboro

ADDRESS 1211 Delaware Avenue

CITY/STATE/ZIP Paulsboro, NJ 08066

DEPARTMENT HEAD APPROVAL _____

PURCHASING AGENT Pete Mercanti- ax DATE 9/22/13

FREEHOLDER MEETING DATE Oct. 1, 2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

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

REQUISITION	
NO.	R4-08388

SHIP TO	GLOUC. CO PLANNING DEPARTMENT 1200 N. DELSEA DR. CLAYTON, NJ 08312 856-307-6650
	VENDOR #: PAULS040 PAULSBORO, BOROUGH 1211 DELAWARE ST. PAULSBORO, NJ 08066

ORDER DATE: 09/19/14
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	AGREEMENT FOR THE REMOVAL OF ARCHITECTURAL BARRIERS AT THE MUNICIPAL BUILDING THROUGH THE RECONSTRUCTION OF THE PARKING LOT TO PROVIDE ACCESSIBLE ADA PARKING AND ACCESSIBILITY TO THE ENTRANCE. THIS ACTIVITY IS FUNDED AS A LOW-MOD AREA BENEFITING LOW-MODERATE CLIENTELE.	T-03-08-612-170-21214 Paulsboro (2512)	50,000.0000	50,000.00
			TOTAL	50,000.00

Richard Westergaard 9-19-14
REQUESTING DEPARTMENT DATE

HUD GRANT NO: B-12-UC-34-0109
AMOUNT: **\$50,000.00**
GC AGREEMENT NO: CD-12-RPF#2

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF PAULSBORO**

THIS AGREEMENT, made and entered into on the 1st day of **October, 2014** by and between **County of Gloucester**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "**County**", and the **Borough of Paulsboro**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "**Subrecipient**", located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2012** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2012** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than September 30, 2015.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3.
 - A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
 - B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. "Force Account" Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.
6. Record Keeping/Reporting
 - A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

- B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Services" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG

assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep 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 Subrecipient.

The Subrecipient 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.

10. Compliance with Laws and Regulations - County and Subrecipient 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.
11. Insurance - At all times during the term of this Agreement, the Subrecipient 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, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community

Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

19. Termination Date – The termination date of this Agreement is **September 30, 2015**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.

22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. Performance

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

Borough of Paulsboro

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: **ROBERT M. DAMMINGER**, Freeholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **ROBERT N. DILELLA**, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

- (n) To the best of its knowledge and belief:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Borough of Paulsboro
 Municipal Building Parking lot
 1211 Delaware Street
 Paulsboro, NJ 08066

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Borough of Paulsboro**

Activity Name: **ADA Improvements to Municipal Parking lot (accessibility and sidewalk)**

Activity Number: **CD-12-RPF#2**

ACTIVITY DESCRIPTION

- The total **PY 2012 CDBG** budget for this activity shall not exceed: **\$50,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **September 30, 2015**. The Agreement is for the removal of architectural barriers at the municipal building through the reconstruction of the parking lot to provide accessible ADA parking and accessibility to entrance. This activity is funded as a low mod area benefiting low-moderate clientele.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

C-4

RESOLUTION APPROVING CONTRACT CHANGE ORDER INCREASE #01 WITH ZONE STRIPING, INC. BY \$16,331.70 FOR A NEW AMOUNT OF \$399,665.47

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the county road improvement project known as "Countywide State Aid Roadway Safety Project, Gloucester County" Engineering Project #14-15SA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was previously awarded to Zone Striping, Inc. (hereinafter Zone Striping) with an office address of 501 New Jersey Avenue, Glassboro, NJ 08028 in the amount of \$383,333.77 on August 20, 2014 (hereinafter the "Contract") following all public bidding procedures set out in the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and regulations promulgated thereunder; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Increase #01 for the Contract, which would increase the Contract amount for the Project by \$16,331.70, resulting in a new contract amount of \$399,665.47; and

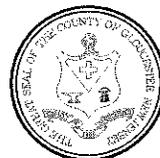
WHEREAS, the said Change Order Increase #01 is necessitated by Supplemental Items listed on the Change Order for parking lot renovations at GCIT; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order Increase #01 with Zone Striping in the amount of \$16,331.70, pursuant to C.A.F. #14-07852, which amount shall be charged against budget line item C-04-14-012-290-12114.

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

1. The hereinabove referenced Change Order Increase #01 to increase Zone Striping's Contract with the County for the Project in the amount of \$16,331.70, resulting in a new contract amount of \$399,665.47, be, and the same is approved and the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to the said Change Order for the aforementioned purposes on behalf of the County; and
2. The Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to any required New Jersey Department of Transportation documents regarding the Contract or Change Order for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, October 1, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

C-4

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: Zone Striping, Inc.
PO Box 568
Glassboro, NJ 08028
- 2. Description of Project or Contract: Countywide State Aid Roadway Safety Project
- 3. Date of Original Contract: 20-Aug-14
- 4. P.O. Number: 14-07127
- 5. Amount of Original Contract: \$383,333.77
- 6. Amount of Previously Authorized Change Order: \$0.00
- 7. Amount of this Change Order No. 1: \$16,331.70
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$399,665.47

9. Need or Purpose of this Change Order: Supplemental Items constructed for parking lot renovations at GCIT

This change order requested by [Signature] on 9-10-14
(Department Head) (Date)

Accepted by [Signature] on 9/8/14
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Robert N. DiLella, Clerk Robert M. Damminger, Director

To All Vendors:

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

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 LOCAL AID PROJECT
 CHANGE ORDER NUMBER 1 INCREASE
 STATE AID PROJECT

PROJECT	Countywide State Aid Roadway Safety Project
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	Zone Striping, Inc.

Supplemental Items constructed for parking area renovations at GCIT

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
REDUCTIONS				
				\$0.00
Total Reductions				\$0.00
SUPPLEMENTALS				
23S	Standard Parking Stalls	491.00	\$15.00	\$7,365.00
24S	Handicap Parking Stall w/ Logo & Walkway	12.00	\$90.00	\$1,080.00
25S	Miscellaneous Gore Area Hatching	17,038.00	\$0.15	\$2,555.70
26S	Directional Arrows	9.00	\$30.00	\$270.00
27S	Numbered Parking Stalls	246.00	\$12.50	\$3,075.00
28S	12" Stop Bars	120.00	\$2.00	\$240.00
29S	Traffic Markings, Lines, Thermoplastic (SF)	2,910.00	\$0.60	\$1,746.00
Total Supplementals				\$16,331.70

Amount of Original Contract	\$383,333.77	Extras	\$0.00
Amount of Original Contract + Change Order No. 1	\$399,665.47	Supplemental	\$16,331.70
		Reduction	\$0.00
		Total Change	\$16,331.70

% Change in Contract 4.2604% Increase


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

Approved: _____ Date
 (District Engineer) (Local Highway Design)

Robert M. Damminger Date
 Freeholder Director


 (Contractor) Date
 9/18/14

C4

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

Certificate of Availability of Funds

TREASURER'S NO. 14-07852 DATE September 11, 2014
C-04-14-012-290-12114 (\$16,331.70)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION (\$16,331.70) COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION:

Contract Change Order Increase #01, based on Supplemental Items constructed for parking lot renovation at GCIT, in association with the project "Countywide State Aid Roadway Safety Project, Gloucester County." Engineering Project #14-15SA

VENDOR: Zone Striping, Inc.

ADDRESS: 501 New Jersey Avenue
PO Box 568

Glassboro, NJ 08028


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED _____
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED _____

Meeting Date: October 01, 2014

C-5

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT
AMENDMENT INCREASE # 3 WITH FEDERICI & AKIN, P.A. BY \$12,000.00 FOR A
NEW AMOUNT OF \$172,000.00**

WHEREAS, The Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on October 2, 2013 authorizing the execution of a professional services contract for Professional Engineering, Construction Inspection, and Environmental Services for County Capital Projects, per RFP # 13-046, between the County and Federici & Akin, P.A., with offices located at 307 Greentree Road, Sewell, NJ, 08080 (hereinafter "Federici") relative to Engineering Project #13-13 (hereinafter the "Project"); and

WHEREAS, the amount of the original contract for the Project was approved by Resolution dated October 2, 2013 for an amount not to exceed \$90,000.00, increased by \$40,000.00 per Resolution passed on January 22, 2014, and increased again by \$30,000.00, per Resolution passed on July 9, 2014; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer for the County has recommended Amendment Increase #03 to the County's contract with Federici, which will increase the amount of the contract by \$12,000.00, resulting in a new contract amount not to exceed \$172,000.00; and

WHEREAS, additional Professional Engineering and Inspection, Environmental and Design Services are necessary for County Capital Projects from Federici for this added scope of work; and

WHEREAS, withstanding the status of the Amendment as open-ended, the Purchasing Agent for the County Purchasing has certified the availability of funds for the said services in the amount of \$12,000.00, pursuant to CAF# 14-07876, which amount shall be charged against County budget line item C-04-09-012-165-12210 & C-04-08-012-165-12210.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is authorized and directed to execute and the Clerk of the Board, to attest to the Amendment Increase #03 to the professional services contract between the County of Gloucester and Federici & Akin, P.A. for Professional Engineering Construction Inspection, and Environmental Services for County Capital Projects per RFP#13-046, relative to Engineering Project #13-13 to increase the contract in an amount not to exceed \$12,000.00 for additional engineering services resulting in a new total contract amount of \$172,000.00.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C.S

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
FEDERICI & AKIN P.A.**

THIS is an Amendment to a contract which was entered into on the 2nd day of October 2013, per RFP#13-046, by and between **Federici & Akin P.A.**, with offices at 307 Greentree Road, Sewell, NJ 08080, hereinafter referred to as "**Contractor**", and **the County of Gloucester**, hereinafter referred to as "**County**".

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

To increase the contract amount by \$12,000.00 to provide additional Capital Project Management engineering, inspection, management and environmental services for the project "Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects," per RFP#13-046 Engineering Project #13-13.

The new Contract amount with the increase is a total contract amount of \$172,000.

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

THIS ADDENDUM is effective as of the 1st day of October 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FEDERICI & AKIN P.A.

By:

Title:

CS

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

Certificate of Availability of Funds

TREASURER'S NO. 14-07876 DATE Sept. 10, 2014

C-04-08-012-165-12210 (\$9,547.08)

BUDGET NUMBER, CURRENT YR C-04-09-012-165-12210 B DEPARTMENT Engineering
(2,452.92)

\$12,000 Emmett E. Primas, Esq.

AMOUNT OF CERTIFICATION _____ COUNTY COUNSEL _____

DESCRIPTION: Professional Services Contract Amendment Increase #03, to provide additional Capital Project Management engineering, inspection, management and environmental services for the project for the project. This Change Order is for the completion of Dam Inspection, reporting to NJDEP in association with County owned Dams

VENDOR: Federici & Akin, PA
Consulting Engineers

ADDRESS: 307 Greentree Road
Sewell, NJ 08080

[Signature]

DEPARTMENT HEAD APPROVAL

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

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 10/1/14

Meeting Date: October 1, 2014

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

P.O.

C-5

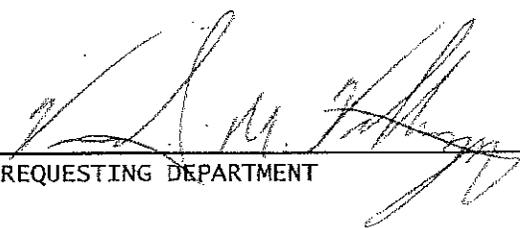
REQUISITION	
NO.	R4-08246

SHIP TO	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600
VENDOR	VENDOR #: FEDER010 FEDERICI & AKIN P.A. 307 GREENTREE ROAD SEWELL, NJ 08080

ORDER DATE: 09/16/14
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

P.O. 14-07876

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Engr. Proj. 13-13 Change Order Professional Services Contract Amendment Increase #03, to provide additional Capital Project Management engineering, inspection, management and environmental services for the project. This Change Order is for the completion of Dam Inspection, reporting to NJDEP in association with County owned Dams.	C-04-09-012-165-12210 Engineering for Overlay Projects (GC)	2,452.9200	2,452.92
1.00	Engr. Proj. 13-13 Change Order Balance of Line Item #1	C-04-08-012-165-12210 Engineering for Overlay (GC)	9,547.0800	9,547.08
			TOTAL	12,000.00


 REQUESTING DEPARTMENT DATE 9-17-14

C-6

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH BUD CONCRETE, INC. BY \$41,108.10 FOR A NEW AMOUNT OF \$140,762.10

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the County's roadway improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Public Works, Highway Project #13-15 (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by Resolution on October 2, 2013 to Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, NJ 08080 in the amount of \$168,000.00; and

WHEREAS, the County previously revised the Contract by the County by Resolution on March 19, 2014 through Change Order #01-Increase in the amount of \$13,870.20; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #02-Final, which will decrease the amount of the Contract with Bud by \$41,108.10, resulting in a new contract amount of \$140,762.10; and

WHEREAS, the said change order is necessitated by various extras and reductions in item quantities to reflect as-built conditions.

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

1. The hereinabove referenced Change Order Decrease #02-Final to decrease the County's Contract with Bud for the Project by \$41,108.10, resulting in a new adjusted contract amount of \$140,762.10, be, and the same hereby is, approved; and
2. The Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to the said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to any required New Jersey Department of Transportation Local Aid State Aid Change Order Decrease #02-Final regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 1, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-5

CHANGE ORDER NUMBER 2 Decrease Final

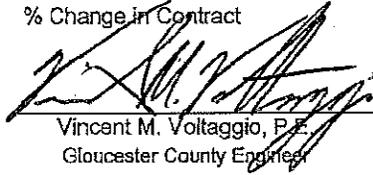
PROJECT	13-15 Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrades
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	Bud Concrete, Inc.

In accordance with the project Supplementary Specification the following are changes in the contract.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
EXTRAS				
3	9"x Variable Height Concrete Vertical Curb	76.5	\$48.00	\$3,672.00
7	Concrete Driveway Reinforced, 6" thick	166.4	\$75.00	\$12,480.00
Total Extras				\$16,152.00
REDUCTIONS				
4	12"x13" Concrete Sloping Curb	300.0	\$48.00	\$14,400.00
5	Concrete Sidewalk, 4" Thick	401.1	\$61.00	\$24,467.10
6	Detectable Warning Surface	61.31	\$300.00	\$18,393.00
Total Reductions				\$57,260.10

Amount of Original Contract	\$168,000.00	Supplemental	\$0.00
Amount of Original Contract + Change Order No. 1	\$181,870.20	Extra	\$16,152.00
Amount of Original Contract + CO No. 1+ CO No. 2	\$140,762.10	Reduction	\$57,260.10
		Total Change	-\$41,108.10

% Change in Contract 16.20% Decrease

 9-20-14
 Vincent M. Voltaggio, P.E. Date
 Gloucester County Engineer

Robert M. Damming Date
 Freeholder Director

 9-20-14
 (Contractor) Date

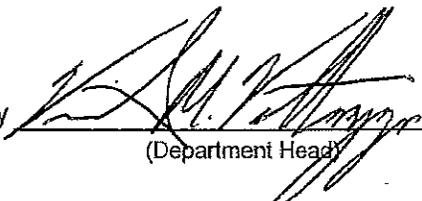
C-6

Project 13-15

COUNTY OF GLOUCESTER
CHANGE ORDER FORM #2 DECREASE FINAL

- 1. Name & Address of Vendor: Bud Concrete Inc.
133 Sewell Road, Sewell NJ 08080
- 2. Description of Project or Contract: Miscellaneous Replacement and Pedestrian
Facilities Upgrade Project, Various
Locations, Gloucester County
- 3. Date of Original Contract: 10/2/2013
- 4. P.O. Number: 13-08186
- 5. Amount of Original Contract: \$168,000.00
- 6. Amount of Previously Authorized Change Orders \$13,870.20
- 7. Amount of this Change Order No. 2 -\$41,108.10
- 8. New Total Amount of Contact \$140,762.10
(Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order: Increases and decreases in items to reflect final quantities.

This change order requested by  on 9-20-14
(Department Head) (Date)

Accepted by Meggin Yeager on 9-20-14
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

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

To All Vendors:

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

C-7

**RESOLUTION TO PURCHASE A 2015 FORD SUV POLICE INTERCEPTOR
FROM WINNER FORD FOR \$32,384.00**

WHEREAS, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has the need for the supply of a 2015 Ford SUV Police Interceptor AWD (hereinafter the "vehicle") to be utilized by Gloucester County Sheriff's Department to conduct County business; and

WHEREAS, the County after due notice and advertisement, received sealed bids for the purchase of the vehicle for use by the County; and

WHEREAS, after following the appropriate public bidding procedures, it was determined that Winner Ford, 250 Berlin Rd, Cherry Hill, NJ 08034, was the lowest responsive and responsible bidder to provide the vehicles as per bid specifications PD #014-045. The bid is \$32,384.00 for the vehicle; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$32,384.00, for the purchase the vehicle, pursuant to CAF# 14-08051 amount shall be charged against budget line item #4-01-26-315-001-20610.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of a 2015 Ford SUV Police Interceptor in the amount of \$32,384.00 for use by County's Sheriff's Department is hereby authorized and in accordance with and pursuant to the bid submitted by Winner Ford and the specifications promulgated by the County PD #014-045; and

BE IT FURTHER RESOLVED, the Freeholder Director, and County Purchasing Agent, be and are hereby authorized and directed to execute and the Clerk of the Board to attest to all documents necessary upon approval of the original budget for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 1, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

<p>Bid Opening 9/12/2014 10:00am</p> <p>SPECIFICATIONS FOR SUPPLYING ONE (1) 2015 OR NEWER FORD SUV POLICE INTERCEPTOR AWD (OR APPROVED EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>			
<p>VENDOR:</p> <p>Winner Ford 250 Berlin Rd. Cherry Hill, NJ 08034 Mike Drahuschak 856 427-2792 856 428-4718 Fax</p>		<p>VENDOR:</p> <p>Hertich Fleet Services 1427 Bay rd. Milford De. Michael Wright 800 698-9825 302 839-0555 Fax</p>	
<p>DESCRIPTION</p> <p>2015 Ford SUV Police Interceptor</p>	<p>\$32,384.00</p>	<p>\$33,165.00</p>	
<p>DELIVERY ARO</p>	<p>Based on Production schedule at time of order</p>	<p>90 to 120 Days</p>	
<p>Variations: (if any)</p>		<p>FFV not available with California Emissions</p>	
<p>Will you extend your prices to local government entities within the County</p>	<p>Yes</p>	<p>Yes</p>	
<p>Bid specifications sent to:</p>	<p>Day Ford</p>	<p>Prime Vendor</p>	
<p>Based upon the bids received, I recommend Winner Ford as the lowest responsible, responsive bidder.</p>			
		<p>Sincerely,</p>	
		<p>Peter M. Mercanti Purchasing Director</p>	

C-7

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

Certificate of Availability of Funds

14-08051

TREASURER'S NO. R4-08223/14 DATE Sept. 16, 2014

BUDGET NUMBER - CURRENT YR 3-01-26-315-001-20610 B _____ DEPARTMENT RW / Fleet Mgmt Div

AMOUNT OF CERTIFICATION \$32,384.00 COUNTY COUNSEL Emmett E. Primas

DESCRIPTION: Resolution authorizing purchase of (1) 2015 or newer Ford SUV Police Interceptor AWD or approved equal
PD-014-045

VENDOR: Winner Ford

ADDRESS: 250 Berlin Road
Cherry Hill, NJ 08034

Larry Hayes Sr.
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 9-18-14

Meeting Date: October 1, 2014

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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
VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE
DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT,
2nd FLOOR, COUNTY ADMINISTRATION BUILDING, 2 S. BROAD ST,
WOODBURY, NJ 08096.

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

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
1. 2015 FORD SUV POLICE INTERCEPTOR	1	\$32,384.00

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: _____ DAYS ARO *BASED ON PRODUCTION SCHEDULE
AT TIME OF ORDER*

VARIATIONS:

W16 W106 Module N/A

SIGNATURE PAGE

C-7

SIGNED: [Signature] COMPANY: Winn-Dixie

NAME: Michael D'Amico ADDRESS: 250 Berlin Rd
(PRINTED OR TYPED) Cherry Hill NJ 08034

TITLE: Acct Mgr TELE #: 856-427-2792

DATE: 9/11/14 FAX #: 856-428-4718

C-8

**RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN SPECIALIZED
MAINTENANCE VEHICLES AND EQUIPMENT**

WHEREAS, the County of Gloucester (hereinafter "County") seeks to purchase the following specialized maintenance vehicles and equipment:

- Vehicle #1. A 2015 Freightliner GHG 14 114SD SBA mounted with an Ace lugger hoist with grease and filter cake lugger containers;
 - Vehicle #2. A Vactor V6015S Ramjet mounted on a Freightliner M2 with an Allison transmission and 300 HP diesel engine;
 - Vehicle #3. A 2014 Freightliner 114SD Vactor Plus 2100 chassis mounted combination vacuum and high pressure sewer cleaner;
 - Vehicle #4. A 2015 John Deere Caterpillar 950K Wheel Loader; and
 - Vehicle #5. A 5505E John Deere MX8 lift type center drive rotary cutter with options and a warranty;
- or an approved equal for each; and

WHEREAS, after due notice and advertisement, the County received sealed bids on August 28, 2014, and after following the appropriate public bidding procedures, it was determined that the following were the lowest responsive and responsible bidders to provide the items pursuant to the bid specifications set forth for each vehicle:

- Vehicle #1. Transteck, Inc. D/B/A Freightliner of Bridgeport, 400 Heron Drive, Swedesboro, NJ 08085, PD #14-040, for the amount of \$178,097.00;
- Vehicles #2 and #3. Granturk Equipment Co., Inc., 1 Schuylkill Parkway, Bldg B, Bridgeport, Pa 19405, PD #14-039, for the amount of \$259,817.00 and PD #14-037, for the amount of \$361,593.00;
- Vehicle #4. Jesco, Inc. 118 St. Nicholas Avenue, So. Plainfield, NJ 07080, PD #14-038, for the amount of \$227,189.00; and
- Vehicle #5. Central Jersey Equipment, LLC, 670 Route 40, Elmer, NJ 08318, PD #14-041, for the amount of \$36,749.00; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in for the equipment being purchased as follows: Transteck, Inc. for \$178,097.00 pursuant to CAF# 14-08056; Granturk Equipment Co., Inc. for \$259,817.00 pursuant to CAF# 14-08055 and \$361,593.00 pursuant to CAF# 14-08053; Jesco, Inc. for \$227,189.00 pursuant to CAF# 14-08054; and Central Jersey Equipment, LLC for 36,749.00 shall be charged against budget line item #C-04-14-019-130-19208.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders approve the purchases of a (vehicle #1) 2015 Freightliner GHG 14 114SD SBA with a mounted Ace lugger hoist with grease and cake lugger containers from Transteck, Inc. D/B/A Freightliner of Bridgeport; pursuant to PD #14-040; (vehicle #2) a Vactor V6015S Ramjet mounted on a Freightliner M2 with an Allison transmission and 300 HP diesel engine from Granturk Equipment Company, Inc., pursuant to PD #14-039; (vehicle #3) a 2014 Freightliner 114SD Vactor 2100 plus PD chassis mounted combination vacuum and high pressure sewer cleaner from Granturk Equipment Company, Inc., pursuant to PD #14-037; (vehicle #4) a 2015 John Deere Caterpillar 950K Wheel Loader from Jesco, Inc., pursuant to PD #14-038; and, (vehicle #5) a 5055E John Deere MX8 lift type center drive rotary cutter with additional options as set forth in the bill of sale and a four (4) year 1500 hour warranty from Central Jersey Equipment, LLC pursuant to PD #14-041; and

BE IT FURTHER RESOLVED, the Freeholder Director and County Purchasing Agent, be and are hereby authorized and directed to execute and the Clerk of the Board to attest to all documents necessary to complete the purchases.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 1, 2014, at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

<p>PD 014-040 Bid Opening 8/28/2014 10:00am SPECIFICATIONS AND PROPOSAL FOR THE PURCHASE OF ACE LUGGER HOIST MOUNTED ON A FREIGHTLINER GHG 14 114SD SBA WITH GREASE AND FILTER CAKE LUGGER 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>	<p>VENDOR: Transteck Inc. dba Freightliner of Bridgeport 400 Heron Dr. Swedesboro, NJ 08085 George Steigenwalt 856 491-4128 856 491-4129 Fax</p> <p>VENDOR: Robert H. Hoover & Sons 149 Gold Mine Rd. Flanders, NJ 07836 Wendy A. Schreiber 973 347-4210 973 347-0170 Fax</p>	<p>\$178,097.00</p> <p>\$188,492.00</p>	<p>2015 Freightliner GHG14 11477SD SBA with hoist & lugger Cont.</p> <p>Make & Model Offered Freightliner 114SD to Exact Spec.</p> <p>DELIVERY ARO Approx. 5 to 6 months 180 to 210 Days</p> <p>Variations: (if any) None</p> <p>Will you extend your prices to local government entities within the County 2015 Model Year Only YES</p> <p>Bid specifications sent to: Prime Vendor</p> <p>Based upon the bids received, I recommend Transteck Inc. dba Freightliner of Bridgeport be awarded a contract as the lowest responsive, responsible bidder. Sincerely, Robert J. McErlane Purchasing</p>
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Robert J. McErlane

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COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-08056 DATE 9/19/14

BUDGET NUMBER C-04-14-019-130-19208

AMOUNT OF CERTIFICATION \$ 178,097.00

DEPARTMENT Public Works

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

Purchase of an Ace lugger hoist mounted
on a Freightliner GHG 14 1145D SBA
with grease and filter cake lugger as
per PD-14-040

VENDOR NAME Transteck, Inc DBA - Freightliner of Bridgeport
ADDRESS 400 Heron Drive
CITY/STATE/ZIP Swedesboro, NJ 08085

DEPARTMENT HEAD APPROVAL [Signature]
PURCHASING AGENT [Signature] DATE 9-19-14
FREEHOLDER MEETING DATE 10/1/14

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

C-2

21630-1/2

<p>PD 014-039 Bid Opening 8/28/2014 10:00am SPECIFICATIONS AND PROPOSAL FOR THE PURCHASE OF A VACTOR V6015S RAMJET MOUNTED ON A FREIGHTLINER M2 CHASSIS WITH AN ALLISON TRANSMISSION, 300 HP DIESEL ENGINE & AIR CONDITIONING OR APPROVED EQUAL FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-07-GC & 16GLCP</p>	<p>VENDOR: Transteck Inc. dba Freightliner of Bridgeport 400 Heron Dr. Bridgeport NJ 08085 George Steigerwalt 856 491-4128 856 491-4129 Fax</p>	<p>VENDOR: Granturk Equipment Co. Inc. One Schuykill Parkway Bridgeport PA 19405 Anne C. Ritchie 610 239-9800 610 239-9807 Fax</p>	<p>\$228,199.00</p> <p>\$269,817.00</p>	<p>Vactor V6015S Ramjet Mounted on a Freightliner M2 Chassis Make & Model offered GPM Pump & Truck Model "The Lil Sewer Duck" 1500-65-20 Mounted on a 2015 or newer Freightliner M2-106 Delivery ARO Approx. 6 Months 180-280 days</p>	<p>2015 Model Year Only Doheny Companies Etrclid Info Tech Prime Vendor Robert H. Hoover & Sons Vacuum Sales Inc.</p>
<p>DESCRIPTION</p>				<p>Will you extend your prices to local government entities within the County</p>	<p>Based upon the bids received, it was recommended by the using department that Granturk Equipment Co. be awarded a contract as the lowest responsive, responsible bidder.</p>
				<p>Sincerely,</p>	<p>Robert J. McErlane Purchasing</p>

C-8

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-08055 DATE 9/19/14

BUDGET NUMBER C-04-14-019-130-19208

AMOUNT OF CERTIFICATION \$ 259,817.00

DEPARTMENT Public Works

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

Purchase of a Vactor V6015S Ramjet mounted
on a Freightliner M2 Chassis with an Allison
Transmission, 300hp Diesel engine + Air
Conditioning as per PD-14-039

VENDOR NAME Grantuck Equipment Co., Inc

ADDRESS One Schuylkill Parkway Bldg B

CITY/STATE/ZIP Bridgeport, PA 19405

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 9-19-14

FREEHOLDER MEETING DATE 10/1/14

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

Bid Opening 8/28/2014 10:00am

SPECIFICATIONS AND PROPOSAL FOR THE PURCHASE OF

CHASSIS MOUNTED COMBINATION VACUUM AND HIGH PRESSURE SEWER CLEANER 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

VENDOR:	VENDOR:		
Transtek INC. dba	Granturk Equipment Co. Inc.		
Freightliner of Bridgeport	One Schuykill Parkway Bldg. B		
400 Heron Dr.	Bridgeport, PA 19405		
Swedesboro, NJ 08085			
George Steigewalt	Anne C. Ritchie		
856 491-4128	610 239-9800		
856 491-4129 Fax	610 239-9807 Fax		

Based upon the bids received, it was recommended by the using department that Granturk Equipment Co. be awarded a contract as the lowest responsive, responsible bidder.

Sincerely,

Robert J. McEhane
Purchasing

Bid specifications sent to:

- Doherty Companies
- Eucifid Intofotech
- Powerline Industries
- Peirce Eagle Equipment

- Prime Vendor
- Robert Hoover & Sons
- Vacuum Sales

Will you extend your prices to local government entities within the County

2015 Model Year Only

Variations: (if any)

Upgrades exceeds requirements

DELIVERY ARO

Approx. 6 months

180 to 260 Days

Make & Model Offered

2015 or Newer Freightliner 114SD Tandem Axle Chassis Plus PD

2014 or newer Vector 2100+ sewer cleaner mounted on a Tandem Freightliner or IH Chassis

\$331,759.00

\$361,593.00

24-08589

C-3

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-08053 DATE 9/19/14

BUDGET NUMBER C-04-14-019-130-19208

AMOUNT OF CERTIFICATION \$ 361,593.00

DEPARTMENT Public Works

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

For the purchase of a 2014 Freightliner 114SD
vactor 2100 plus PD as per PD-14-037.
Chassis mounted combination vacuum
and high pressure sewer cleaner.

VENDOR NAME Granturk Equipment Co., Inc
ADDRESS One Schuylkill Parkway, Bldg. B.
CITY/STATE/ZIP Bridgeport, PA 19405

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 9-19-14

FREEHOLDER MEETING DATE Oct. 1, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

<p align="center">PD 014-038 Bid Opening 8/28/2014 10:00am</p>				
<p>SPECIFICATIONS AND PROPOSAL FOR THE PURCHASE OF A 2015 CATERPILLAR 950K WHEEL LOADER OR APPROVED EQUAL FOR USE BY THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>				
	<p>VENDOR: Jesco Inc. 118 St. Nicholas Ave. So. Plainfield, NJ 07080 Jonathan Robustelli 908 753-8080 908 753-7853 Fax</p>	<p>VENDOR: Giles & Ransome Inc. 2975 Galloway Rd. Bensalem PA 19020 Richard F. Smith 215 639-4300 215 245-2831 Fax</p>		
<p>DESCRIPTION</p>	<p>2015 Caterpillar 950K Wheel Loader</p>	<p>\$227,189.00</p>	<p>2015 John Deere 644K Wheel Loader</p>	<p>Caterpillar 950M Wheel Loader</p>
<p>Make & Model Offered</p>			<p>60-90 Days</p>	<p>Approx. 165 days</p>
<p>DELIVERY ARO</p>				
<p>Variations: (if any)</p>	<p>Limited slip differentials- Deere provides automatic dual differential axes which provide 100% lockup. The Deere Loader automatically senses slippage and only engages 4 wheel drive when necessary. The limited slip axes in the spec only provide 45% tractive ability and are engaged all the time causing premature tire wear.</p>			
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>	<p>YES</p>		
<p>Bid specifications sent to:</p>	<p>Euclid Info Tech Penn Jersey Machinery</p>	<p>Prime Vendor</p>		
<p>Based upon the bids received, I recommend that JESCO Inc. be awarded a contract as the lowest responsive, responsible bidder.</p>				
	<p>Sincerely,</p>			
	<p>Robert J. McElane Purchasing</p>			

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COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-08054 DATE 9/19/14

BUDGET NUMBER C-04-14-019-130-19208

AMOUNT OF CERTIFICATION \$ 227,189.00

DEPARTMENT Public Works

COUNTY COUNSEL Emmett Primas

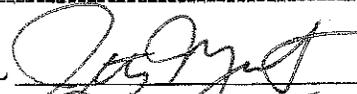
DESCRIPTION OF PRODUCT OR SERVICE

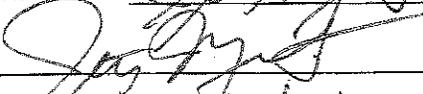
For the purchase of a 2015 John Deere
Caterpillar Q50k Wheel loader as per
PO-14-038

VENDOR NAME Jasco, Inc.

ADDRESS 118 St. Nicholas Ave.

CITY/STATE/ZIP South Plainfield, NJ 07080

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT  DATE 9-19-14

FREEHOLDER MEETING DATE 10/1/14

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

PD 014-041 Bid Opening 8/28/2014 10:00am			
SPECIFICATIONS AND PROPOSAL FOR THE PURCHASE OF A JOHN DEERE 5055E CAB UTILITY TRACTOR WITH A JOHN DEERE MX8 LIFT TYPE CENTER DRIVE ROTARY CUTTER OR APPROVED EQUAL FOR USE BY GLOUCESTER COUNTY AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP			
VENDOR: Central Jersey Equipment LLC 670 Route 40 Elmer, NJ 08318 John C. Ackerman 856 358-2880 856 358-0922 Fax			
DESCRIPTION John Deere 5055E Cab Utility Tractor & Jon Deere MX8 Lift Type Center Drive Rotary Cutter			
		\$34,799.00	
ALT 1 Dual Mid Valves with Joystick Controls			
		\$500.00	
ALT 2 4 Year 1500 Hour Warranty			
		\$1,450.00	
TOTAL WITH ALL OPTIONS		\$36,749.00	
DELIVERY ARO			
		21 Days	
Variations: (if any)			
		Limited Warranty is available Engine & Powertrain only \$829.00	
Will you extend your prices to local government entities within the County			
		YES	
Bid specifications sent to:			
		Prime Vendor Euclid Infotech	
Based upon the bids received, I recommend Central Jersey Equipment LLC be awarded a contract as the lowest responsive, responsible bidder.			
		Sincerely,	
		Robert J. McElfane	
		Purchasing	

R4-0844

C-8

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-08092 DATE 9/19/14

BUDGET NUMBER C-04-14-019-130-19208

AMOUNT OF CERTIFICATION \$ 36,749.00

DEPARTMENT Public Works

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

Purchase of 5055E John Deere MX8 LPT
type Center drive rotary cutter with Options
* Dual Mid Valves with Joystick Controls including:
* 4 Year 1500 hour Warranty

VENDOR NAME Central Jersey Equipment

ADDRESS 670 Route 40

CITY/STATE/ZIP Elmer, NJ 08318

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 9-19-14

FREEHOLDER MEETING DATE 10/1/14

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

E-1

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ALL ABOUT CARE, LLC FOR THE PROVISION OF THE PEER GROUPING HOMEMAKER/PERSONAL CARE PROGRAM FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 IN AN AMOUNT NOT TO EXCEED \$31,970.00

WHEREAS, the County of Gloucester desires to contract for the provision of the Peer Grouping, Homemaker Care Program to elderly clients residing in Gloucester County with dementia related illness, to be administered by the Gloucester County Division of Senior Services; and

WHEREAS, the County requested proposals, via RFP 013-041, from interested providers in accordance with the Local Public Contracts Law, N.J.S.A. 4A:11-4.1, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that All About Care LLC, 870 Mantoloking Road, Brick New Jersey 08723, made the most advantageous proposal; and

WHEREAS, the contractor represents that they are qualified to perform the services and desires to so perform pursuant to the terms and provision of the contract attached hereto; and

WHEREAS, the contract shall be for estimated units of service and in an amount not to exceed \$31,970.00. 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. The first three months of this contract are subject to the certification of the availability of funds for one-quarter of said contract amount upon the adoption of the 2014 Gloucester County temporary budget. The continuation of the contract beyond the first three (3) months of 2014 is conditioned upon the approval of the 2014 Gloucester County budget; and

WHEREAS, this contract is effective for the period January 1, 2014 to December 31, 2014; and

WHEREAS, this contract is contingent upon receiving grant funding under the PEER Grouping Grant awarded by the New Jersey Department of Human Services Division of Aging Services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the execution of a contract with All About Care LLC, for the provision of the Peer Grouping, Homemaker Care Program to elderly clients residing in Gloucester County with dementia related illness, to be administered by the Gloucester County Division of Senior Services, from January 1, 2014, to December 31, 2014, in an amount not to exceed \$31,970.00, in accordance with the Local Public Contracts Law, N.J.S.A. 4A:11-4.1.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E-1

**CONTRACT BETWEEN
ALL ABOUT CARE, LLC
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January 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 **All About Care, LLC** of 870 Mantoloking Road, Brick, New Jersey 08723, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for PEER Grouping Home-Maker Services for the Gloucester County Department of Health, Senior & Disability 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. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing January 1, 2014 and concluding December 31, 2014.
2. **COMPENSATION**. Contract shall be for estimated units of service in an amount not to exceed \$31,970.00.

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.

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.

This contract is contingent upon receiving grant funding under the PEER Grouping Grant Awarded by the New Jersey Department of Human Services, division Of Aging Services.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the attached "Exhibit A – Description of Services" and in the specifications set forth in the Bid Specifications and/or in the Request for Proposals, if any, as the case may be, which are incorporated into and made a part of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **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 authorized County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS.** This contract consists of this contract document, and the attached "Exhibit A-Description of Services. Should there occur a conflict between this Contract and Exhibit A, this Contract shall control. Also incorporated herein are any Bid Specifications or Request for Proposals issued by the County in connection with this Contract. If there is a conflict between Exhibit A and the Bid Specifications or Request for Proposals, the Bid Specifications or Request for Proposals will control. If there is a conflict between Exhibit A or the Bid Specifications, or the Request for Proposals and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 1st day of January, 2014.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Vendor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ALL ABOUT CARE, LLC

(Please Print Name and Title)

EXHIBIT A- DESCRIPTION OF SERVICES

SERVICE: All About Care LLC.
Peer Grouping -Homemaker Assistance

SERVICE DEFINITION: General support by supervised homemakers to maintain, strengthen, and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.

SERVICE UNIT: RATE: \$21.05 per hour*
***Total annual compensation not to exceed \$31,970.00**

SERVICE COMPONENTS: Service activities should include:

1. Performance of daily personal care activities, such as feeding, bathing, grooming, personal hygiene, dressing, exercising, assisting with bed mobility and ambulation. Determining that services are needed due to the fact that there is no family member or other responsible informal caregiver available or capable of providing such services.
2. Performance of light household tasks related to health maintenance services, such as cleaning bathroom after assisting client with bath, cleaning kitchen after assisting client with meals, changing bed linen after assisting client with bath and/or bed mobility, laundering of towels, bed linen, etc. Performance of routine errands, such as grocery shopping or purchasing prescribed medications.
3. Prepare and serve meals including special diets.
4. Performance of light housekeeping tasks, such as sweeping, dusting, ironing, and mending of clothes, etc. Staff should be trained and sensitized to the situations and needs of the older population they will be serving, specifically the specialized needs of those individuals suffering with dementia-related illnesses.
5. Ongoing monitoring by staff to detect changes in client's condition, and provide referral, if necessary, to establish a linkage with the appropriate agency.
6. Maintaining records, preparing reports, and other administrative efforts necessary to provide Homemaker Assistance services.

NOTE: The level of skill in providing Homemaker Assistant is less complex from that provided in the Certified Home Health Aide services.

SERVICE STANDARDS: Homemaker Assistance services must meet or exceed the following standards:

1. Homemaker Assistance services funded by Peer grouping are available only to elderly clients suffering from Dementia-Related illnesses.
2. Priority for service should go to those individuals meeting the above conditions, who are otherwise eligible for a nursing facility if they do not receive such service. In particular, services should be given to clients referred by Peer Grouping program staff.
3. The agency must meet and comply with all required rules, regulations, and standards set by the cognizant accrediting agency.
4. All staff providing the service must be fully trained and professionally qualified. Staff should be trained and sensitized to the situations and needs of the older population they will be serving, specifically the specialized needs of individuals suffering with dementia-related illnesses. Orientation and training should cover the needs of older adults; the function and limitation of a Homemaker Assistant; communication and interpersonal skills; and emergency procedures.
5. The agency must maintain, follow, and continually update a training and supervision program to make sure staff is fully trained and familiar with agency procedures.
6. All requests for service must be processed within a reasonable time of receipt.
7. Care assessments must be started within three (3) working days after receipt of application.
8. A plan of care must be developed for each new participant within five (5) working days after enrollment.
9. All plans of care and other participant records must be kept in a secure location to protect confidentiality.
10. Caseloads must be continually reviewed to ensure priority participants are being served.
11. Participant needs must be reassessed every six (6) months or more frequently, with revisions made in the plan of care as necessary; any

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RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH THE GCIA FOR THE COUNTY TO ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES AT THE SHADY LANE NURSING HOME, FROM JANUARY 1, 2014 TO DECEMBER 31, 2014

WHEREAS, the Gloucester County Improvement Authority (hereinafter the "GCIA") has obtained grant funds from the New Jersey Department of Human Services Division of Aging Services in connection with the PEER Grouping Program for the year 2014; and

WHEREAS, a statutory condition of the GCIA's funding is that it commit for 2014 \$80,379.00 to programs designed to care and support elderly residents of Gloucester County suffering from dementia related illnesses, and thereby help avoid placement in nursing home type facilities; and

WHEREAS, the County of Gloucester, through its Department of Health, Senior & Disability Services, provides services through subcontractors in the context of PEER Grouping Contracts consisting of care management and support services such as homemaker assistance, adult day care and respite care; and

WHEREAS, the GCIA desires to enter into a contract with the County of Gloucester pursuant to which the County will administer such services that satisfy the aforesaid statutory condition; and

WHEREAS, for the provision of such services, the GCIA will pay to the County the sum of \$80,379.00 for the period January 1, 2014, through December 31, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to a contract with the Gloucester County Improvement Authority, pursuant to which the Gloucester County Department of Health, Senior & Disability Services will administer case management services and additional support services as described above, from January 1, 2014 to December 31, 2014, for a total contract amount of \$80,379.00; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ER

AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 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 the **Gloucester County Improvement Authority**, hereinafter referred to as the "**Improvement Authority**"; and

WHEREAS, the Improvement Authority has a statutory obligation to provide Care Management services along with the additional support services of Homemaker Assistance, Adult Day Care and Respite Care to elderly clients suffering from Dementia-related illnesses to ensure placement in an institutional setting is avoided; and

WHEREAS, the Improvement Authority desires to enter into an agreement with the County pursuant to which the County will administer the provision, through subcontractors, of such services; and

WHEREAS, consistent with the statutory obligation, the GCIA has committed the sum of \$80,379.00 to said services, which amount shall be the amount of this Agreement;

NOW THEREFORE, the parties for good and valuable mutual consideration hereby agree to the following terms and conditions:

1. **TERM OF CONTRACT:** This AGREEMENT shall be for a fixed term of one (1) year beginning January 1, 2014 and shall terminate on December 31, 2014.
2. **FUNDS:** The Improvement Authority agrees to provide funds in the amount of \$80,379.00 to the County for its use as hereinafter described.
3. **PAYMENT OF SERVICES:** The County shall be paid a total contract amount of \$80,379.00. Payment will be released pursuant to receipt of monthly cash activity reports for payments of allowable costs incurred in the performance of this AGREEMENT. The County will also submit a monthly report on actual services provided, as well as a final report.

4. **SERVICE DESCRIPTION AND UNITS OF SERVICE:** The Improvement Authority restricts the use of these allocated funds to the County to be used as follows:
- a. To provide Care Management services and coordinate Homemaker Assistance, Adult Day Care and Respite services to the Elderly and/or Disabled population in Gloucester County, who are eligible by virtue of their dementia-related illness.
 - b. To determine the eligibility of each applicant and work in coordination with the service provider(s) to develop a multi-service approach to meeting the special needs of clientele.
 - c. To provide information and referrals to other relevant programs.
 - d. To provide follow-up services to ensure clients are receiving quality care.
 - e. To maintain accurate records of hours of service rendered so that they will not exceed the approved amount, and issue reimbursements or payments to providers for services rendered.
 - f. To follow the 2014 Service Allocation and Spending Plan funded through Peer Grouping Systems Revenues. (Attachment B).
5. **COUNTY OBLIGATIONS:** In consideration of funds allocated, the County agrees to use the funds in accordance with the restrictions contained in paragraph (4) of this AGREEMENT. The County shall make available to the Improvement Authority all reports to grantors, state, or federal agencies covering levels of service and program expenditures under service contracts for which these funds serve as matching funds. The County shall not release confidential material or information concerning persons served by the County without written "Release of Information" by said person.
6. **IMPROVEMENT AUTHORITY OBLIGATIONS:**
- a. The Improvement Authority shall provide funds in the amount(s) and as scheduled in paragraph (3) of the AGREEMENT. The Improvement Authority understands that failure to meet the payment schedule in paragraph (3) may result in the County being unable to provide and claim sufficient reimbursement to fund the County program.
 - b. The Improvement Authority will provide quality assurance/contract monitoring and review to ensure that contractual obligations are fulfilled and to assist the County in achieving effective end results.

7. **INSURANCE COVERAGE:** The County represents that it has in force sufficient general liability and other insurances to provide defense and indemnification against claims which may arise out of the administration of services under this AGREEMENT. An original Certificate of Insurance issued by the County's Insurance Carriers will be provided to the Improvement Authority upon request.
8. **AFFIRMATIVE ACTION:** The County agrees to comply with the mandatory Affirmative Action Law as pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27). (Attachment A).
9. **ACCESSIBILITY:** The County agrees to make their services available to the handicapped.
10. **TERMINATION OF CONTRACT FOR CAUSE:** If, through any cause, the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner their obligation under this Agreement, or if the County shall violate any of the covenants, agreements or stipulations of this Agreement, the Improvement Authority shall thereupon have the right to terminate this Agreement by giving written notice to the County of such terminations specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement shall, at the option of the Improvement Authority, become its property and the County shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents. Notwithstanding the above, the County shall not be relieved of liability to the Improvement Authority for damages sustained by the Improvement Authority virtue of any breach of contract by the County, and the Improvement Authority may withhold any payments to the County for the purpose of set-offs until such time as the exact amount of damages due to the Improvement Authority for the County is determined.
11. **NOTICE OF DEFAULT:** In the event that the Improvement Authority claims that the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, then the Improvement Authority agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to the County, and the County shall have failed, within fifteen (15) days thereafter, to actively and diligently, in good faith, proceed with the contract and the correction of the default.
12. **COMPLIANCE WITH LOCAL LAWS:** The County shall comply with all applicable laws, ordinances and codes of the Federal, State, and Local Governments and shall commit no trespass on any public or private property in performing any of the services embraced by this contract.

13. **RELEASE**: It is agreed and understood that acceptance and final payment to the County shall be considered a release in full of all claims against the Improvement Authority for the services delivered.
14. **EQUAL OPPORTUNITY EMPLOYMENT**: During the performance of this AGREEMENT, the County agrees as follows:
 - a. The County or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, marital status, sex, or handicap. The County will take affirmative action to ensure that such applicants are recruited and employed. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
 - b. The County or subcontractor, where applicable, will in all solicitations or advertisements for employees place by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, or handicap.
15. **AUDIT**: The Improvement Authority agrees to cooperate in any audit of the source of the funds, which may be conducted by or on behalf of the State or Federal Government.
16. **REVERSION OF ASSETS**: Upon the expiration of this AGREEMENT, the County shall transfer to the Improvement Authority any funds on hand at the time of expiration.
17. **NOTICES**: Notices pursuant to this AGREEMENT shall be given in writing by ordinary mail to the parties at the following addresses:
 - a. If to the Improvement Authority, c/o
Charles Fentress, Chairman
Gloucester County Improvement Authority
109 Budd Blvd.
Woodbury, NJ 08096
 - b. If to the COUNTY, c/o
Anna Docimo, Executive Director
Gloucester County Division of Senior Services
115 Budd Blvd.
West Deptford, NJ 08096

c. Or to such other address as the parties may hereafter designate by notice given in accordance with the terms and conditions of this Section.

18. **ENTIRE AGREEMENT**: This document attached hereto and made a part hereof contains all the terms and conditions agreed upon by the Gloucester County and the Improvement Authority.

19. **BINDING AGREEMENT**: This AGREEMENT supersedes all prior agreements between any other parties and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Vendor's authorized representative has executed this Agreement on the date indicated herein.

GLOUCESTER COUNTY

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**

BY: _____
Signature

BY: _____
Signature

NAME: Robert M. Damminger
TITLE: Freeholder Director

NAME: Charles Fentress
TITLE: Chairman
ADDRESS: 109 Budd Blvd.
Woodbury, NJ 08096

ATTEST:
BY: _____
Signature

NAME: Robert N. DiLella
TITLE: Clerk of the Board

TELEPHONE #: 856-848-4002

ATTACHMENT A

P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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 marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation. Such actions 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; 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 non-discrimination 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, sex, handicap, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice, to be provided by the County contracting officer advising the labor union or workers representative of the contractor's commitments under this act 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

ATTACHMENT A CONTINUED

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment County which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statues and court decision of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractor shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry our the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

E-3

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ECOLANE USA, INC.,
FOR THE PURCHASE OF A FULLY AUTOMATED SCHEDULING AND ROUTING
SOFTWARE AND HARDWARE SOLUTION FOR THE DIVISION OF TRANSPORTATION
SERVICES AND EXISTING UNITS WITHIN THE COUNTY FOR \$78,300.00**

WHEREAS, the County, after due notice and advertisement, received sealed bids for a fully automated scheduling and routing software and hardware solution for the Gloucester County Division of Transportation Services (DTS) and existing units within the County; and

WHEREAS, bids were publicly received and opened on August 26, 2014; and

WHEREAS, after following proper public bidding procedure, it was determined that Ecolane USA, Inc., with offices at 1150 First Avenue, Suite 910, King of Prussia, PA 19406 was the lowest responsive and responsible bidder, for a total contract amount of \$78,300.00, consistent with Vendor's Bid, as more specifically described in the bid specifications PD# 014-042; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the emergency provisions in the amount of \$78,300.00, pursuant to C.A.F. #14-07743, which amount shall be charged against budget line item C-04-14-017-140-17222.

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 a contract with Ecolane USA, Inc. for a fully automated scheduling and routing software and hardware solution for the Gloucester County Division of Transportation Services (DTS) and existing units within the County, for a total contract amount of \$78,300.00.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E-3

**CONTRACT BETWEEN
ECOLANE USA, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the __ day of _____, 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 **ECOLANE USA, INC.**, of 1150 First Avenue, Suite 910, King of Prussia, Pennsylvania 19406, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the county to contract for a fully automated scheduling and routing software and hardware solution for the Gloucester County Division of Transportation Services (DTS) and existing units within 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.A. 19:44A-20.4; and

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

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 upon the execution of contract and Vendor shall complete all services as indicated in bid PD#014-042 or within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$78,300.00 as per PD#014-042.

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.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD#014-042, 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 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 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 to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County or infringe on the rights of the public.

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

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

19. **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 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.

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 documents, and the specifications identified as PD#014-042, 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 made effective 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.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ECOLANE USA, INC.

By:
Title:

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

E.3

Certificate of Availability of Funds

TREASURER'S NO. 14-07743 DATE 9/8/14

BUDGET NUMBER - CURRENT YR C-04-14-017-140-17222 B _____ DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$78,300. COUNTY COUNSEL Thomas Campo

DESCRIPTION: Purchase of a fully automated scheduling and routing software and hardware solution for the Gloucester County Division of Transportation Services (DTS) and existing units within the county as allowed through the county contract purchasing system numbers CK-01-GC & 16GLCP. PD 014-042

VENDOR: Ecolane USA Inc.

ADDRESS: 1150 First Ave. Ste 910
King of Prussia, Pa 19406

Ann A. Curay
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED

9-10-14

October 1st
Freeholder
Meeting

<p align="center">Bid Opening 8/26/2014 10:00am</p> <p>SPECIFICATIONS AND PROPOSAL FOR THE PURCHASE OF A FULLY AUTOMATED SCHEDULING AND ROUTING SOFTWARE AND HARDWARE SOLUTION FOR THE GLOUCESTER COUNTY DIVISION OF TRANSPORTATION SERVICES (DTS) AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>			
VENDOR:	VENDOR:	VENDOR:	
Ecolane USA Inc. 1150 First Ave. Ste. 910 King of Prussia, PA 19406	RouteMatch Software Inc. 1201 W. Peachtree St. Ste 3300 Atlanta, GA 30309	Trapeze Software Group Inc. 5265 Rockwell Drive NE Cedar Rapids IA.	
Daniel Ardrik 610 312-0033 712 764-6101 Fax	Chad Ralston 404 253-7857 404 898-1145 Fax	Bryan Beatlie 319 743-1000 319 366-7406 Fax	
DESCRIPTION			
1st Year Lump Sum Cost			\$97,021.00
2nd Year Lump Sum Cost			\$27,049.05
ALT A. Deviated Fixed Route	\$0.00 Included		\$0.00 Included
ALT B. Pre-Trip/ Post Trip Inspection Report	\$4,995.00 Annual Lic. Starting 2yr. \$999.00 Module Avail. 2015	\$0.00 Included	\$0.00 Included
ALT C. Vendor Integration	\$3,600.00 Annual Lic. Starting 2yr. \$720.00	\$0.00 Included	\$0.00 Included
Recommended MDOT/ Tablet Product	Android Mobile See Other Options Below	Samsung Galaxy Tab 4	Various
DELIVERY ARO	NONE STATED	90 DAYS	90 TO 150 DAYS
Variations: (if any)	Sprint - Samsung Galaxy 3, HTC Flyer Galaxy 2 10", Galaxy Mega 6.3 Verizon - Galaxy 2 AT & T - Galaxy 3, Nexus 7, Lenovo Idea Tab A2107, Galaxy Note 8.0 T-Mobile Galaxy 3	NONE	Trapeze reserves the right to negotiate governing contractual agreements
NEED COPY OF BUSINESS REGISTRATION CERTIFICATE	NEED COPY OF BUSINESS REGISTRATION CERTIFICATE	NEED COPY OF BUSINESS REGISTRATION CERTIFICATE	
Will you extend your prices to local government entities within the County	YES	YES	YES
Bid specifications sent to:	Productivity Apex Inc. MJM Innovations SevenOutsource Skedge W/e SHI International IntelliTime Systems Corp.	Prime Vendor REI CJIS Group Info Tech Nimble Storage	Tyler Technologies Transfinder Corp. A&T Group Waste Management Enghouse Transportation
<p>Based upon the bids received, I recommend Ecolane USA Inc. be awarded a contract as the lowest responsive, responsible bidder.</p>			
	Sincerely,	Robert J Moe/r/ane	Purchasing

Σ-4

RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE NEW JERSEY ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS FOR A PUBLIC HEALTH ACCREDITATION TRAINING "MINI GRANT" FROM JUNE 25, 2014 TO SEPTEMBER 29, 2014 IN THE AMOUNT OF \$1,200.30

WHEREAS, the County of Gloucester ("County"), through the County's Department of Health Senior and Disability Services ("GCDHSS"), wishes to apply for and obtain funding in the amount of a \$1,200.30 "mini grant" from the New Jersey Association of County & City Health Officials for the purpose of providing support to the County Health Department's implementation of its quality assessment training for Quality Improvement, Performance Management Systems Development, and Workforce Improvement plans as part of its preparation for national accreditation with the Public Health Accreditation Board; and

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

WHEREAS, the term of the mini grant will be from June 25, 2014 to September 29, 2014 in the amount of \$1,200.30; and

WHEREAS, the GCDHSS 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 GCDHSS has submitted the mini grant application to the New Jersey Association of County & City Health Officials for review, and said agency has approved the form of 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 National Association of County & City Health Officials 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 documents necessary to apply to the National Association of County & City Health Officials for a "mini grant" in the amount of \$1,200.30 from June 25, 2014 to September 29, 2014, for the purposes stated herein; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

8.4

GRANT REQUEST FORM

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

DATE: 09/15/2014

1. TYPE OF GRANT

X NEW GRANT

RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER _____

2. GRANT TITLE: Quality Improvement Plan Grant

3. GRANT TERM: FROM: 06/25/2014 TO: 09/29/2014

4. COUNTY DEPARTMENT: HEALTH, SENIOR & DISABILITY SERVICES

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: New Jersey Assoc of County & City Health Officers

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Resolution authorizing the Freeholder Director to execute any and all documents related to the application of the Workforce Development and Quality Improvement Plan Award/Grant in the amount of \$1,200.30

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):

NAME	AMOUNT	NAME	AMOUNT
<u>Ann Marie Ruiz</u>	<u>1,200.30</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 1,200.30

10. INDIRECT COST (IC) RATE: 0.00 %

11. IC CHARGED TO GRANT \$ 0.00

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR N/A

E-4

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: 09/15/14

1. GRANT TITLE: Quality Improvement Plan Grant

2. DEPARTMENT: Health, Senior & Disability Services

3. GRANT ID NUMBER: STATE: _____

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: John Christ

5. FUNDING AGENCY PHONE NUMBER: 732-462-2310

6. GRANT AMOUNT: \$1,200.30

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)

B. IN-KIND MATCH: _____

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: \$1,200.30

8. CONTRACT PERIOD: FROM: 06/25/2014 TO: 9/29/2014

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

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: To provide support to the Gloucester County Department of Health's endeavors to become public health accredited. The financial support will assist in progressing forward with our Workforce Development and Quality Improvement Plan Work. This grant is in the amount of \$1,200.30 for the period June 25, 2014 to September 29, 2014. _____

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: _____
Signature

DATE: _____

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

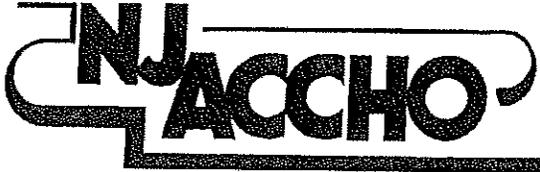
DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____)
Signature

2. _____
Signature

Revised: 9/22/03

Budget 101 Salaries and Wages \$ 1,200.30



NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIAL
PO BOX 6987, FREEHOLD, NJ 07728
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

Date

Health Department Name to receive \$1200.30 for the period June 25, 2014 to September 29, 2014 from NJACCHO to do the following:

- Yes* - Participation in a minimum of 2 of 3 accreditation training sessions hosted by NJACCHO in the months of June / July / August 2014
- In process* - Implementation of training on Quality Improvement (QI), Performance Management (PM) systems development, and Workforce Improvement (WI) plans in the health department as part of the preparation national accreditation with PHAB

copy 9/15/14

732-462-2310

NJACCHO Project Manager/ John Christ

Type Name

TAMARISK JONES

[Signature]
Signature DIRECTOR -
CO. DEPARTMENT OF HEALTH

9/15/2014

Health Officer (For ANNAMARIE RUIZ, Health Officer, CO. OF GLOUCESTER)

Date

Name of Agency Payee: Type Check Payable To Name

COUNTY OF GLOUCESTER

Agency Remit To Address: Type Complete Address

*DEPARTMENT OF HEALTH
204 EAST HOLLY AVE.
SEWELL, NJ 08080*



Public Health
Prevent. Promote. Protect.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	14-05995

Pg 1

SHIP TO	GLOUC. CO HEALTH DEPT. ADM
	204 E. HOLLY AVE.
	SEWELL, NJ 08080
	856-218-4100

VENDOR	VENDOR #: NJHOA010
	NJACCHO
	PO BOX 6987
	FREEHOLD, NJ 07728

ORDER DATE: 07/07/14
REQUISITION NO: R4-06221
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	Education & Training - H.E. Registration for: Robert Bamford to attend the following: 1)"Creating a workforce Development Plan " When: Wednesday, <u>July 16th</u> Where: Burlington Emergency Services Training Academy. 2)"Developing a Quality Improvement Plan " When: Wednesday, <u>August 6th</u> Where: Burlington Emergency Services Tra ining Academy. Please make check payable to: NJ Association of County and City Health officials. *See attached registration form. *Registered online....	4-01-27-330-001-20930 Education and Training	50.0000	50.00
			TOTAL	50.00

CLAIMANT'S CERTIFICATION/DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

VENDOR SIGN HERE	DATE
TAX ID NO. OR SOCIAL SECURITY NO.	DATE

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

<i>Christina L. Z. Hacky</i>	DATE
DEPARTMENT HEAD	

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

PURCHASING DIRECTOR

RECEIVING COPY

E-5

RESOLUTION AUTHORIZING AN AMENDMENT TO APPLICATION TO THE STATE DEPARTMENT OF COMMUNITY AFFAIRS FOR THE RECREATIONAL OPPORTUNITIES ACT GRANT TO DECREASE GRANT APPLICATION TO A TOTAL AMOUNT OF \$17,970.00 WHICH INCLUDES A CASH MATCH OF \$2,995.00

WHEREAS, by Resolution of June 25, 2014, the County authorized a grant application to the NJ Department of Community Affairs for a Recreational Opportunities Act Grant in the total amount of \$24,000.00, which included a cash match of \$4,000.00, for the period from July 1, 2014 to June 30, 2015; and

WHEREAS, the total amount of the grant awarded through this application is \$17,970.00, which includes a cash match of \$2,995.00; and

WHEREAS, the revised award amount necessitates the submission of an amended application to the State; and

WHEREAS, this grant award will enable the Department of Health, Senior and Disability Services, Division of Disability Services to provide inclusive recreational and leisure activities to residents who are blind/visually and hearing impaired along with peers who do not have disabilities; 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 by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to, any documents necessary to amend the grant application with the NJ Department of Community Affairs for the Recreational Opportunities Act Grant to the total amount of \$17,970.00, which includes a cash match of \$2,995.00, from July 1, 2014 to June 30, 2015; and

BE IT FURTHER RESOLVED, 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 October 1, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E-6

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES
CONTRACT TO SOUTHERN NEW JERSEY PERINATAL COOPERATIVE FOR
WIC LACTATION CONSULTANT SERVICES FROM OCTOBER 1, 2014
TO SEPTEMBER 30, 2015 FOR \$19,635.00**

WHEREAS, the County, through its Department Of Health, Senior and Disability Services Women, Infants and Children Program (WIC), desires to provide breastfeeding promotion and education, lactation consultations and assessments and recommend interventions to improve lactation quality and duration among WIC clients; and

WHEREAS, the County requested proposals for such services via RFP 014-037, from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the evaluation, based on the established criteria, has concluded that the contract should be awarded to Southern New Jersey Perinatal Cooperative, located at 2500 McClellan #250, Pennsauken, NJ 08109, for a contract amount of \$19,635.00 for 525 hours of services at \$34.00 per hour, plus administration fees of \$1,785.00, from October 1, 2014 to September 30, 2015; and

WHEREAS, the services will be provided by an International Board Certified Lactation Consultant; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$19,635.00, as per CAF#14-08105, which amount shall be charged against budget line item G-02-13-325-330-20217; and

WHEREAS, this contract may be awarded pursuant to the provisions of the Local Public contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, a contract with Southern New Jersey Perinatal Cooperative for WIC Lactation Consultant services as set forth in RFP 014-037, from October 1, 2014 to September 30, 2015 for \$19,635.00; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

3.6

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
SOUTHERN NEW JERSEY PERINATAL COOPERATIVE**

THIS CONTRACT s made effective the 1st day of **October, 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 **SOUTHERN NEW JERSEY PERINATAL COOPERATIVE**, with offices located at 2500 McClellan Avenue, Suite 250, Pennsauken, NJ 08109, hereinafter referred to as "**VENDOR**".

RECITALS

WHEREAS, the Southern New Jersey Perinatal Cooperative is a grantee of the NJ WIC Program; and

WHEREAS, the County of Gloucester desires to provide breastfeeding promotion and education; lactation consultations and assessments and recommend interventions to improve lactation quality and duration among WIC clients; and

WHEREAS, the County requested proposals as to the aforementioned services via **RFP 014-037**, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Vendor has submitted a proposal and represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing October 1, 2014 and concluding September 30, 2015.
2. **COMPENSATION**. Contract shall be for a total amount of \$19,635.00 for 525 hours of services at \$34.00 per hour plus Admin fees of \$1,785.00, as per the RFP submitted by Vendor titled "Response to Request for Proposal for a WIC Lactation Consultant".

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 014-037, and Vendor's responsive proposal titled "Response to Request for Proposal for a WIC Lactation Consultant", which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP 014-037.

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 RFP 014-037, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 014-037 issued by the County and Vendor's responsive proposal titled "Response to Request for Proposal for a WIC Lactation Consultant". Should there occur a conflict between this form of contract and the County's RFP 014-037, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP 014-037 issued by the County and the Vendor's responsive proposal titled "Response to Request for Proposal for a WIC Lactation Consultant", then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of October, 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:

**SOUTHERN NEW JERSEY PERINATAL
COOPERATIVE**

(Please Print Name)

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

Certificate of Availability of Funds

TREASURER'S NO. 14-08105 DATE September 19, 2014

BUDGET NUMBER - CURRENT YR G-02-13-325-330-2017 B DEPARTMENT Health

AMOUNT OF CERTIFICATION \$19,635.00 COUNTY COUNSEL Anthony Fiola

DESCRIPTION: 1 WIC Lactation Consultant covering WIC Grant period
10/1/14 thru 9/30/15.
(RFP #14-037)

VENDOR: Southern New Jersey Perinatal Cooperative

ADDRESS: 2500 McClellan Avenue, Suite 250
Pennsauken, NJ 08109

DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 9-19-14

**Response to
Request for Proposal for a
A WIC LACTATION CONSULTANT**

RFP # 14-037

COUNTY OF GLOUCESTER

**Southern New Jersey
Perinatal Cooperative**

**Contact:
Southern New Jersey Perinatal Cooperative
Attn: Suzanne Sawyer, Director of Operations
2500 McClellan #250
Pennsauken NJ 08109**

**Proposal for a WIC Lactation Consultant, Gloucester County, NJ
RFP # 14-0373.**

Attention: Peter M. Mercanti, Purchasing Director
Gloucester County Purchasing Department
County Administration Building
2 South Broad Street
Woodbury, New Jersey 08096
Phone: (856) 853-3420
Fax: (856) 251-6777
E-Mail: pmercanti@co.gloucester.nj.us

Technical Proposal:

- A. Proposer: Southern New Jersey Perinatal Cooperative
2500 McClellan #250
Pennsauken NJ 08109

Candidate: Sarah Chaikin, IBCLC.

Please see a full resume for the candidate, attached as appendix item 1.

Services are to be provided at the three Gloucester County WIC offices.

- B. Sarah Chaikin, IBCLC is currently providing Lactation Consultant services to Gloucester WIC as an employee of the Southern New Jersey Perinatal Cooperative (SNJPC) which has been a grantee of the NJ WIC program.
- C. Education of candidate: Bachelor of Science in Occupational Therapy, University of Pennsylvania, Philadelphia, PA

Qualifications: International Board Certified Lactation Consultant (IBCLC) since 1992.

Experience:

- 14 years' experience as a WIC Lactation Consultant
 - 12 years' experience with training, mentoring and supervising WIC Breastfeeding Peer counselors
 - 7 years' experience supervising breastfeeding staff (IBCLCs and PCs) serving at multiple South Jersey WIC agencies.
- D. A summary of other engagements where services of the types being proposed were provided in the past ten years:
- Atlantic County WIC: from 2000 to 2014 Sarah Chaikin provided breastfeeding promotion and education; lactation consultations and assessments, and recommend interventions to improve lactation quality and duration among WIC clients.
 - Gloucester County WIC and Burlington County WIC: from 2012 to 2014 Sarah Chaikin provided breastfeeding promotion and education; lactation consultations and assessments, and recommend interventions to improve lactation quality and duration among WIC clients.
 - Southern Jersey WIC programs: between 2007 to 2014, Sarah Chaikin trained, managed and supervised breastfeeding support staff assigned to various South Jersey WIC

Programs: Atlantic, Burlington and Gloucester County WIC programs (2007 to 2014) along with Camden County and Tri-County WIC Programs (2007 to 2011). Monitored and managed supplies, contributed to data collection and grant preparation.

Contacts:

Kathleen Mahmoud, Coordinator
Gloucester County WIC
204 East Holly Drive
Sewell, NJ 08080
kmahmoud@co.gloucester.nj.us
(856) 218-4116

Deepti Das, Coordinator
Burlington WIC Program
Raphael Meadow Health Center
15 Pioneer Blvd.
Westampton, NJ 08060
ddas@co.burlington.nj.us
(609) 267-4304

Tamika Trotman, Coordinator
Atlantic WIC Program
1301 Bacharach Blvd.
Atlantic City, NJ 08401
(609) 347-5653
ttrotman@cityofatlanticcity.org

Jaya Velpuri, Coordinator
Gateway CAP WIC
(formerly Camden County and Tri-County WICs)
10 Washington Street
Bridgeton, NJ 08302
Tricounty_WIC@gatewaycap.org
(856) 451-5600

F. **Detailed Plan:**

New Jersey WIC has an established breastfeeding promotion and support campaign, "Loving Support Makes Breastfeeding Work". This campaign is defined in NJ WIC Policy and Procedure and is supported through dedicated USDA grant funding.

Gloucester County WIC breastfeeding rates have historically been lower than the NJ WIC state averages, but in recent years have improved at a rate significantly faster than the state's rate of improvement. Contributing factors to Gloucester WIC's recent rate of improvement are:

- Gloucester County WIC's success enrolling women in the program prior to delivery of their infants. This provides an opportunity for prenatal breastfeeding promotion and education.
- Staffing by well qualified Lactation Consultants, and Breastfeeding Peer Counselors with strong connections to Gloucester County communities. By adopting this staffing strategy, SNJPC facilitated rapport building through local knowledge and community connections on the part of Peer Counselors, and professional breastfeeding expertise on the part of Lactation Consultants.
- Establishment of a successful working relationship between Gloucester County WIC staff and breastfeeding staff provided by SNJPC.

Proposed goals and methods for FFY'15

- To increase the percentage of prenatal WIC clients who receive breastfeeding promotion and education contacts with Breastfeeding Peer Counselor(s) and/or Lactation Consultant.
 - Provide staffing to provide prenatal breastfeeding promotion and education by Breastfeeding Peer Counselor(s) and/or a Lactation Consultant at Gloucester County WIC offices:

- A minimum of one day per week at the main administrative office at Sewell
 - A minimum of one day per week at the secondary administrative office at Paulsboro.
 - An average of two days per month at the non-administrative office at Williamstown (Monroe Twp.)
 - Train and assign the Breastfeeding Peer Counselor(s) to be responsible for scheduling prenatal women for breastfeeding education contacts at WIC subsequent to their initial enrollment. Increase the number of prenatal clients who participate in small groups for prenatal breastfeeding education.
 - Provide prenatal breastfeeding promotion and education on the topics of: value of exclusive BF, WIC enhanced food packages for exclusive breastfeeding, comfort measures, breastmilk production and maintaining BF after return to employment.
 - Maintain a breastfeeding-friendly environment at Gloucester County WIC offices as per NJ WIC Policies and Procedures.
- To increase the percentage of Gloucester County women who receive evidence-based breastfeeding information during the prenatal period.
 - Maintain and enhance collaborative efforts with Nurse Family Partnership (Robins Nest), Healthy Mothers/Healthy Babies County Coalition (SNJPC) and expand collaborative efforts to include area hospitals.
 - To increase initiation and duration of breastfeeding among WIC clients with a special emphasis on increasing exclusive breastfeeding.
 - Provide staffing for breastfeeding consultations by Breastfeeding Peer Counselor and/or Lactation Consultant at Gloucester County WIC offices:
 - A minimum of one day per week at the main administrative office at Sewell
 - A minimum of one day per week at the secondary administrative office at Paulsboro.
 - An average of two days per month at the non-administrative office at Williamstown (Monroe Twp.)
 - Assign the Breastfeeding Peer Counselor(s) to provide follow-up calls to WIC clients within the first post-partum week for the purpose of triaging mothers who may be experiencing breastfeeding difficulties. To address breastfeeding problems or refer to the Lactation Consultant when these problems are beyond the scope of the Peer Counselor.
 - Provide telephone access for clients to breastfeeding support staff during weekends and holidays.
 - Assist mothers who are in need of breast pumps in acquiring those pumps through insurance, through WIC or through other sources.
 - Dispense pumps to mothers as per NJ WIC Policies and Procedures
 - Sanitize hospital-grade pumps upon return to the WIC program
 - Maintain an inventory of breast pumps and report to NJ WIC at required intervals, defined by NJ WIC policies and Procedures.

- To provide for supervision of para-professional staff (Peer Counselors) by the Lactation Consultant
 - Provide for telephone availability by the Lactation Consultant to Peer Counselor(s) when clients' questions/breastfeeding challenges are outside the Peer Counselor's scope of practice.
 - Provide in-person supervision by Lactation Consultant for Breastfeeding Peer Counselor(s) on an average of once every two weeks.
 - Train breastfeeding staff (Lactation Consultant and Peer Counselor(s)) as needed in changes in Policy and Procedures, documentation standards, best practices, and communications and counseling skills.
- To monitor and analyze breastfeeding data
- To provide continuing education modules at selected WIC Staff Meetings.
- To recruit and train qualified Gloucester County women as Breastfeeding Peer Counselors utilizing the NJ WIC curriculum.
- To plan and prepare a celebration for Gloucester County WIC's observation of National Breastfeeding Month in August of 2015.
- To contribute as requested to report preparation for NJ WIC
- To establish a Gloucester County Breastfeeding Coalition

F. Proof of professional liability insurance for Sarah Chaikin, IBCLC is attached as appendix item 2.

G. A copy of the current IBCLC certificate for Sarah Chaikin is attached.
A copy of Sarah Chaikin's drivers' license is attached.

H. WORKERS COMPENSATION INSURANCE Attached

I. We verify that Sarah Chaikin has never been disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

J. Description of office space:

- Gloucester WIC offices would provide primary work locations.
- Additionally, Sarah Chaikin maintains a home office that includes desk space, lockable filing space, a professional library, land-line telephone, cell phone, laptop computer, printer/fax/scanner.
 - SNJPC maintains a secure cloud-based computing
 - SNJPC maintains an encryption service for e-mail correspondence
 - Printed materials that include client's personal information will only be maintained in my home office for the briefest amount of time necessary for the completion of a task. When not in use it will be locked in a file drawer. It will be transported to the Gloucester WIC offices at the earliest possible opportunity.

The 14 hours per week being proposed by Gloucester County would result in some limits to availability for meetings, conferences, and training at the County's facilities, but these may be accommodated, subject to monthly scheduling between myself and the WIC Coordinator. Availability for emergency response would be case-dependent.

K. An Affirmative Action Statement (copy of form attached);

L. A completed Non-Collusion Affidavit (copy of form attached);

- M. A completed Owner Disclosure Statement (copy of form attached);
- N. We verify that Sarah Chaikin is willing to fully comply with the General Terms and Conditions required by Gloucester County and enter into the Gloucester County's standard Professional Services Contract.
- O. A copy of the proposer's Business Registration Statement.
- P. We verify that all services will be performed within the United States of America.

COST PROPOSAL - Details of fees to be paid to proposer with the exclusion of travel expenses.

Hours / Week	Weeks/ yr	Hourly Fee	Total
14	50	\$35	\$24,500
Administrative costs: 10%			2,450
TOTAL			\$26,950

9-11

RESOLUTION TO CONTRACT WITH S.J. FARMERS EXCHANGE, INC., FISHER & SON COMPANY, INC., MITCHELL PRODUCTS, LLC, JOHN DEERE LANDSCAPES, HELENA CHEMICAL CO., SYNATEK SOLUTIONS, INC., REED AND PERRINE SALES, INC. AND AGRIMUM ADVANCED TECHNOLOGIES, INC. FOR SUPPLY AND DELIVERY OF GRASS SEED, TOPDRESSING, FERTILIZERS AND PLANT PROTECTANTS FOR PITMAN GOLF COURSE AND VETERANS CEMETERY FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$108,500.00

WHEREAS, the County of Gloucester's (hereinafter the "County") Pitman Golf Course and Veterans Cemetery have the need for grass seed, topdressing, fertilizers and plant protectants and after public notice and advertising the County received seal bid responses for each product individually and awards the contract on that basis; and

WHEREAS, it was determined that South Jersey Farmers Exchange, Inc, with offices at 101 East Avenue, Woodstown, New Jersey 08098, was the lowest responsive and responsible bidder to perform said services for items 1, 2, 5, and 7 in Section II for an amount not to exceed \$15,500.00; and

WHEREAS, it was determined that Fisher & Son Company, Inc. with offices at 110 Summit Drive, Exton, Pennsylvania 19341, was the lowest responsive and responsible bidder to perform said services for items 2 and 3 in Section I, for items 3 and 8 in Section II, and items 2, 7, 10, 12, 16, and 29 in Section III, for an amount not to exceed \$10,000.00; and

WHEREAS, it was determined that Mitchell Products, LLC, with offices at 1205 West Main Street, Millville, New Jersey 08332, was the lowest responsive and responsible bidder to perform said services for item 4 and 5 Section I for an amount not to exceed \$6,500.00; and

WHEREAS, it was determined that John Deere Landscapes, with offices at 1385 East 36th Street, Cleveland Ohio, 44114, was the lowest responsive and responsible bidder to perform said services for items 9 and 10 in Section II and items 4, 5, 13, 27, 30, 31, 35, 38, and 39 in Section III for an amount not to exceed \$9,000.00; and

WHEREAS, it was determined that Helena Chemical with offices at 4 Kildeer Court, Suite 100, Swedesboro, New Jersey 08085, was the lowest responsive and responsible bidder to perform said services for item 1 in Section I and items 6, 11, 17, 20, 22, 28, 32, and 37 in Section III, for an amount not to exceed \$21,000.00; and

WHEREAS, it was determined that SynaTek Solutions, Inc., with offices at 737 Hagey Center Drive, Unit A, Souderton, Pennsylvania 18964, was the lowest responsive and responsible bidder to perform said services for items 4, 11, and 13 in Section II and items 19, 23 and 25 in Section III for an amount not to exceed \$16,500.00; and

WHEREAS, it was determined that Reed and Perrine Sales, Inc., with offices at 393 Main Street, Tennent, New Jersey 07763, was the lowest responsive and responsible bidder to perform said services for item 6 in Section II and items 3, 14, 18, 24, 33 and 34 in Section III for an amount not to exceed \$13,000.00; and

WHEREAS, it was determined that Agrium Advanced Technologies, Inc., with offices at 1470 Jersey Avenue, North Brunswick, New Jersey 08902, was the lowest responsive and responsible bidder to perform said services for items 1, 8, 9, 15, 21 and 36 in Section III for an amount not to exceed \$17,000.00; and

WHEREAS, the contracts are open ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contracts for the supply and delivery of certain grass seed, topdressing, fertilizers and plant protectants, specifically set forth as individual items pursuant to bid specification PD-014-035 is hereby split and awarded to South Jersey Farmers Exchange, Inc., Fisher & Son Company, Inc., Mitchell Products LLC. , John Deere Landscapes, Helena Chemical, SynaTek Solutions Inc., Reed and Perrine Sales, Inc., and Agrium Advanced Technologies, Inc., in an aggregate amount not to exceed \$108,500.00 and that the Director of the Board is hereby authorized to execute and the Clerk attest to the execution of the contracts with the above mentioned vendors on behalf of the County of Gloucester; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 1, 2014, at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

F-1

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
SOUTH JERSEY FARMERS EXCHANGE, INC.**

THIS CONTRACT is made effective the 1st day of October, 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 **SOUTH JERSEY FARMERS EXCHANGE, INC.** with offices at 101 East Avenue, Woodstown, New Jersey 08098 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Blended Fertilizer 22-0-22 (50% sulfur coated urea),
- Blended fertilizer 22-0-22 (urea no SCU),
- Blended fertilizer 10-20-20 (urea 30% SCU),
- Blended fertilizer 20-0-20 (50% sulfur coated urea)

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is qualified to supply these products pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver the above products from October 1, 2014 to September 30, 2015, consistent with the specifications, identified as PD-014-035, which are incorporated into and made a part of this Contract.

2. **COMPENSATION.** Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$15,500.00 for items 1, 2, 5, 7 in Section II, for the unit prices set forth in Summary of Bids identified as PD-014-035 which is incorporated by reference and made part of this Contract.
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.
It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver of fertilizer to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified items 1, 2, 5, and 7 in Section II, for the unit prices set forth in Summary of Bids identified as PD-014-035, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-014-035, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-035, 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

or upon prior approval of the County.

- 20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
- 21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-014-035 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-014-035, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 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 DAMMINGER, DIRECTOR

ATTEST:

**SOUTH JERSEY FARMERS
EXCHANGE, INC.**

LEE C. WILLIAMS, JR., PRESIDENT

F-1

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
FISHER AND SON COMPANY**

THIS CONTRACT is made effective the 1st day of October, 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 **FISHER AND SON COMPANY** with offices at 110 Summit Drive, Exton, Pennsylvania, 19341 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Grass seed Kentucky Bluegrass, "Midnight" Seed must be USDA Blue Tag Certified Midnight type Bluegrass; 50 lb. bags,
- Grass seed, Bentgrass, "Declaration", "Focus", "Luminary" or "Barracuda" are preferred. Dollar Spot Resistance. Seed must be USDA Blue Tag Certified, 25 lb. pails,
- 21-3-16 greens grade fertilizer with 63% BCMU slow release Nitrogen 50 lb. bag,
- 0-5-0 "Starphite" phosphite liquid fertilizer, plus 8% calcium,
- Daconil Action Ultrex Fungicide .5 lb. Syngenta chlorothalonil,
- Tenacity Herbicide, Syngenta,
- Vinclozolin, 50% active ingredient,
- Chlorpyrifos 4E Insecticide, 44.7%,
- Andersons Goosegrass/Crabgrass Control SGN 80 5.25% Benulide and 1.31% Oxidiazon stock number AGC8656-1, 28.8 lb. bags, and
- Tricure AD, Dihydrooxirane, pehydrin, 100%

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is qualified to supply these products pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver the above products from October 1, 2014 to September 30, 2015, consistent with the specifications, identified as PD-014-035, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not

to exceed \$10,000.00 for items 2 and 3 in Section I, items 3, 8 in Section II, and items 2, 7, 10, 12, 16, and 29 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035 which is incorporated by reference and made part of this Contract.

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.

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain products to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified for items 2 and 3 in Section I, items 3, 8 in Section II, and items 2, 7, 10, 12, 16, and 29 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-014-035, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-035, 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.
- If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to

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

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

jurisdiction pertaining to the performance of Vendor's services.

- 18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
- 19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
- 21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-014-035 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-014-035, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 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 DAMMINGER, DIRECTOR

ATTEST:

FISHER AND SON COMPANY

RALPH HENNINGER, SALES REPRESENTATIVE

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**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
MITCHELL PRODUCTS, LLC**

THIS CONTRACT is made effective the 1st day of October, 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 **MITCHELL PRODUCTS, LLC** with offices at 1205 West Main Street, Millville, New Jersey, 08332 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Topdressing. 90% sand, 10% Canadian humus sterilized dry, pH greater than 5.8. Bulk shipments delivered throughout the season, and
- Bunker sand, U.S. Silica brand # 202. Bulk shipments delivered throughout the season

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is qualified to supply these products pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver Topdressing and Bunker Sand from October 1, 2014 to September 30, 2015, consistent with the specifications, identified as PD-014-035, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$6,500.00 for items 4 and 5 Section I for the unit prices set forth in Summary of Bids identified as PD-014-035 which is incorporated by reference and made part of this Contract.

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.

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain topdressing and bunker sand to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 4 and 5 in Section I, for the unit prices set forth in Summary of Bids identified as PD-014-035, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-014-035, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

The vendor or subcontractor, where applicable, agrees to comply with any regulations

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-035, 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

- 18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
- 19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
- 21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-014-035 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-014-035, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 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 DAMMINGER, DIRECTOR

ATTEST:

MITCHELL PRODUCTS, LLC

DAVID MITCHELL, OWNER

1.5

VENDOR:
Mitchell Products
1205 W. Main St
Millville, NJ 08332
David Mitchell
856 327-2005
856 327-6881 Fax

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Award to:</u>	<u>Price</u>	<u>Amount</u>
Sect:1 4	Topdressing, 90% sand, 10% Canadian humus Sterilized dry, pH greater than 5.8. Bulk shipments delivered throughout the season	ton		Mitchell Products	\$ 60.00	\$ 4,500.00
5	Bunker sand, U.S. Silica brand # 202. Bulk shipments delivered throughout the season	ton		Mitchell Products	\$ 27.50	\$ 1,375.00

\$ 5,875.00

F-1

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
JOHN DEERE LANDSCAPES, INC.**

THIS CONTRACT is made effective the 1st day of October, 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 **JOHN DEERE LANDSCAPES, INC.** with offices at 1385 East 36th Street, Cleveland, Ohio, 44114 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Lime, Hi calcium, Greens Grade 50 lb. bag, and
- Calcium Sulphate, Gypsum,
- Chlorothalonil, Dry flowable, 82.5% active ingredient,
- Soaker Plus wetting agent,
- Acelepryn, Chlorantraniliprole, 18.4%,
- Foam Marker concentrate,
- Legacy, Plant Growth Regulator, Flurprimidol, 13.26%,
- Defoamer, foam buster, 20% Dimethylpolysiloxane,
- Growth products, X-Xtra iron, 6-0-0,
- Wetting Agent, Granular, 50 lb. bag, and
- Dimension 2EW, dithiopyr, 24%

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is qualified to supply these products pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver the above products from October 1, 2014 to September 30, 2015, consistent with the specifications, identified as PD-014-035, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$9,000.00 for items 9 and 10 Section II, items 4, 5, 13, 27, 30, 31, 35, 38 and 39 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035 which is incorporated by reference and made part of this Contract.

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.

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver of certain products to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified items 9 and 10 Section II, items 4, 5, 13, 27, 30, 31, 35, 38 and 39 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-014-035, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-035, 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-014-035 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-014-035, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 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 DAMMINGER, DIRECTOR

ATTEST:

JOHN DEERE LANDSCAPES, INC.

KEITH MCGINTY, DIRECTOR

F-1

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
HELENA CHEMICAL COMPANY**

THIS CONTRACT is made effective the 1st day of October, 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 **HELENA CHEMICAL COMPANY** with offices at 4 Killdeer Court, Suite 100, Swedesboro, New Jersey, 08085 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Grass seed Perennial Ryegrass, "SR-4600" Seed must be USDA Blue Tag Certified 50 lb bag, Gray Leaf spot resistant,
- Propiconazole, 14.3% active ingredient,
- Clearys 3336F Fungicide, Thiophanate-methyl
- Trimec Herbicide 992,
- Dismiss Herbicide,
- Prostar 70 WDG case:4x3#,
- Bayleton 50 WP Fungicide, 5.5 lb case,
- Mancozeb DG fungicide, 75% active ingredient,
- Basamid, 50 lb. bag

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is qualified to supply these products pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver the above products from October 1, 2014 to September 30, 2015, consistent with the specifications, identified as PD-014-035, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$21,000.00 for item 1 in Section I, items 6, 11, 17, 20, 22, 28, 32, 37 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035 which is

incorporated by reference and made part of this Contract.

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.

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain products to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified for item 1 in Section I, items 6, 11, 17, 20, 22, 28, 32, 37 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-014-035, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

The vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising

the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-035, 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- 9. INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.
- If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to

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

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

laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-014-035 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-014-035, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 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 DAMMINGER, DIRECTOR

ATTEST:

HELENA CHEMICAL COMPANY

**LEROY PETTERS, TERRITORY
SALES MANAGER**

VENDOR:

Helena Chemical Co.
 4 Killdeer Ct. Ste 100
 Swedesboro, NJ 08085
 LeRoy Petters
 856 241-2070
 856 241-2086 Fax

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Award to:</u>	<u>Price</u>	<u>Amount</u>
Sect. 1						
1	Grass seed Perennial Ryegrass, "SR-4600" Seed must be USDA Blue Tag Certified	7500	lb.	Helena Chemical	\$ 1.25	\$ 9,375.00
	50 lb. bag					
	Gray Leaf spot resistant					
Sect. 3						
6	Propiconazole, 14.3% active ingredient	6	Gal	Helena Chem.	\$ 61.14	\$ 366.84
11	Clearys 3336F Fungicide. Thiophanate-methyl	60	Gal	Helens Chem.	\$ 48.92	\$ 2,935.20
17	Trimec Herbicide 992	5	Gal	Helena Chem.	\$ 24.00	\$ 120.00
20	Dismiss herbicide	198	oz.	Helena Chem.	\$ 8.44	\$ 1,671.12
22	Prostar 70 WDG case: 4X3#	36	Lbs	Helena Chem.	\$ 54.89	\$ 1,976.04
28	Bayleton 50 WP Fungicide, 5.5 lb. case	5	cases	Helena Chem.	\$ 498.60	\$ 2,493.00
32	Mancozeb DG fungicide, 75% active ingredient	144	Lbs	Helena Chem.	\$ 4.10	\$ 590.40
37	Basamid, 50 lb. bag	100	Lbs.	Helena Chemical	\$ 6.00	\$ 600.00
TOTAL					\$	\$ 20,127.60

F-1

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
SYNATEK SOLUTIONS, INC.**

THIS CONTRACT is made effective the 1st day of October, 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 **SYNATEK SOLUTIONS, INC.** with offices at 737 Hagey Center Drive Unit A, Souderton, Pennsylvania, 18964 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- 0-0-50 potassium sulfate, greens grade 50 lb. bag,
- Excaliber Calcium 50 lb. bag greens grade,
- Micro Tek water soluble micronutrients package for turf
- Emerald 70WG case=10x1 bag (bag=.49#),
- Provaunt Insecticide, Indoxacarb, 30%, and
- Ronstar G Herbicide, oxadiazon 2%, 50 lb. bag

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is qualified to supply these products pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver fertilizer from October 1, 2014 to September 30, 2015, consistent with the specifications, identified as PD-014-035, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$16,500.00 for items 4, 11, 13 in Section II, and items 19, 23 and 25 in Section III for the unit prices set forth in Summary of Bids identified as PD-014-035 which is incorporated by reference and made part of this Contract.

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.

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 4, 11, 13 in Section II, and items 19, 23 and 25 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-014-035, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-035, 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-014-035 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-014-035, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 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 DAMMINGER, DIRECTOR

ATTEST:

SYNATEK SOLUTIONS, INC.

**LEAH GENDRON, CUSTOMER CARE
MANAGER**

f-1

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
REED AND PERRINE SALES, INC.**

THIS CONTRACT is made effective the 1st day of October, 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 **REED AND PERRINE SALES, INC.** with offices at 393 Main Street, Tennent, New Jersey 07763 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Blended Fertilizer 20-0-10 (50% sulfur coated urea),
- Chlorothalonil, flowable, 54% active ingredient,
- Confront Herbicide, Triclopyr 33%, Clopyralid 12.1%,
- Heritage Fungicide 50W;
- Wasp and Hornet Spray 12x16 oz. can;
- Round-up, Glyphosate herbicide; and
- Sevin Insecticide, Carbaryl, 43%

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is qualified to supply these products pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver the above products from October 1, 2014 to September 30, 2015, consistent with the specifications, identified as PD-014-035, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$13,000.00 for items 6 in Section II, and items 3, 14, 18, 24, 33 and 34 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035 which is incorporated by reference and made part of this Contract. 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. It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason

of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver of the above products to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified items 6 in Section II, and items 3, 14, 18, 24, 33 and 34 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-014-035, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-035, 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

- 19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
- 21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-014-035 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-014-035, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 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 DAMMINGER, DIRECTOR

ATTEST:

REED AND PERRINE SALES, INC.

BOB BULKOWSKI, VICE PRESIDENT

F-1

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
AGRIUM ADVANCED TECHNOLOGIES, INC.**

THIS CONTRACT is made effective the 1st day of October, 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 **AGRIUM ADVANCED TECHNOLOGIES, INC.** with offices at 1470 Jersey Avenue, N. Brunswick, New Jersey 08902 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of:

- Daconil Action Weatherstik Fungicide, Syngenta Chlorothalonil,
- Metalaxyl, 25.1% active ingredient,
- Chipco 26019,
- Pylex Herbicide, Topramezone, 29.7%,
- Insignia Intrinsic,
- Talstar, Bifenthrin, 7.9%

for the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery; and

WHEREAS, Vendor represents that it is qualified to supply these products pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver the above products from October 1, 2014 to September 30, 2015, consistent with the specifications, identified as PD-014-035, which are incorporated into and made a part of this Contract.

2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$17,000.00 for items 1, 8, 9, 15, 21 and 36 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035 which is incorporated by reference and made part of this Contract.

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.

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

of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver of the above products to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified items 1, 8, 9, 15, 21 and 36 in Section III, for the unit prices set forth in Summary of Bids identified as PD-014-035, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-014-035, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-035, 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

renewed during that period of time.

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

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

- 20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
- 21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-014-035 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-014-035, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 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 DAMMINGER, DIRECTOR

ATTEST:

**AGRIUM ADVANCED
TECHNOLOGIES, INC.**

**GERALD FOUNTAIN,
SALES REPRESENTATIVE**

Item #	Description	Quantity	Unit	Price	Total	Tax	Net Total	Item #	Description	Quantity	Unit	Price	Total	Tax	Net Total
<p>BIU Opening 8/15/2014 10:00am</p> <p>DELIVERY OF GRASS SEED, TOPDRESSING, FERTILIZERS, & PLANT PROTECTANTS FOR THE COUNTY GOLF COURSE AND VETERANS CEMETERY</p>															
	VENDOR:	SJ Farmers Exchange	Fisher & Son Company	Mitchell Products	Seaton Turf Warehouse	John Deere Landscapes	Helena Chemical Co.	VENDOR:	Synack	VENDOR:	Agrum Advanced Tech.	VENDOR:	Harrell's, LLC	VENDOR:	Reed and Perrine
		101 East Ave.	110 Summit Dr.	1205 W. Main St.	25 Roland Ave.	1385 East 36th St.	4 Kildeer Ct. Ste 100		737 Hager Center Drive Unit A		1470 Jersey Ave.		720 Kraft Road		POBox 100
		Woodstown, NJ 08098	Exton, PA 19341	Millville, NJ 08332	Mount Laurel, NJ 08054	Cleveland, Oh 44114	Swedesboro, NJ 08085		Souderton, PA 18964		N. Brunswick, NJ 08802		Lakeland, FL 33802		Tennec, NJ 07763
		Lee C. Williams Jr.	Ralph Heminger	David Mitchell	Lance T. Seaton	Keith McGinry	Leroy Pethers		Leah Gerndon		Gerald Fountain		Eric Shilling		Bob Bukowski
		856 769-0062	800 262-2127	856 327-2005	856 273-9939	800 321-5325	856 241-2070		888 408-5133		732-296-8448		267-784-4407		863-904-1545 fax
		856 769-0343 Fax	610 963-0563 Fax	856 327-6881 Fax	856 273-0998 Fax	248 581-1433 Fax	856 241-2088 Fax		287 203-1613 Fax		732-296-6799 Fax				732-446-1344 fax
1	Grass seed Perennial Ryegrass, "SR-4600"	7500	lb.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Seed must be USDA Blue Tag Certified														
	50 Lb. bag														
	Gray Leaf spot resistant														
2	Grass seed Kentucky Bluegrass, "Midnight"	800	lb.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Seed must be USDA Blue Tag Certified														
	Midnight type Bluegrass, 50Lb. Bags.														
3	Grass seed, Bermgrass, "Declaration", "Focus", "Luminary" or "Barnequid" are preferred. Dollar Spot Resistance. Seed must be USDA Blue Tag Certified. 25 lb. pails	50	lb.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Topdressing, 90% sand, 10% Canadian humus	75	ton	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sterilized dry, pH greater than 5.8. Bulk shipments delivered throughout the season														
5	Bunker sand, U.S. Silica brand # 202. Bulk shipments delivered throughout the season	50	ton	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Section II														
	Section II														
1	22-0-22 Blended fertilizer, 50% sulfur coated urea	8	ton	\$ 629.00	\$ 760.00	\$ -	\$ -	\$ 1,080.00	\$ 790.00	\$ -	\$ 695.00	\$ -	\$ -	\$ -	\$ -
	Bulk shipments throughout the season (with tender).														
2	22-0-22 Blended fertilizer, urea(no SCU)	3	ton	\$ 519.00	\$ 950.00	\$ -	\$ -	\$ 1,080.00	\$ -	\$ -	\$ 575.00	\$ -	\$ -	\$ -	\$ -
	Bulk shipments throughout the season (with tender).														
3	21-3-18 greens grade fertilizer with 63% BCNU	40	bag	\$ -	\$ 29.00	\$ -	\$ -	\$ -	\$ 30.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35.75
	Slow release Nitrogen 50 lb. bag														
4	0-0-50 potassium sulfate greens grade 50 lb. bag	20	bag	\$ -	\$ 37.00	\$ -	\$ -	\$ -	\$ 29.03	\$ -	\$ 28.50	\$ -	\$ -	\$ -	\$ 50.00

RESOLUTION APPROVING CONTRACTS WITH CAMDEN BAG & PAPER, CO., LLC; CALICO INDUSTRIES, INC.; IMPERIAL BAG AND PAPER CO., LLC; OFFICE BASICS, INC.; SOUTH JERSEY PAPER PRODUCTS; AND DAVE'S CLEANING SERVICE, INC., DBA GENERAL CHEMICAL & SUPPLY AS A RESULT OF A SPLIT BID TO PURCHASE JANITORIAL SUPPLIES FROM NOVEMBER 7, 2014 TO NOVEMBER 6, 2016 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER COMPANY PER YEAR

WHEREAS, the County of Gloucester had advertised and received sealed bids for the supply and delivery of janitorial items to the County of Gloucester as per bid PD-014-043; and

WHEREAS, after following proper public bidding procedure, it was determined that Camden Bag & Paper, Co., Inc., of 114 Gaither Dr., Mt. Laurel, NJ 08054 was the lowest responsive and responsible bidder to perform said services for items 1, 21, 24, 26, 28, 30, 32, 33, 48, 49, 49b, 54, 54b, 58, 63, 65, 73, 76, 79, 80, 81, 84, 85, 90, 102, 105, 106, 107, 108, 110, 111, 113, 114, 115, 116, 119, 120, 121 and 123 in an amount not to exceed \$40,000.00 per year; and

WHEREAS, after following proper public bidding procedure, it was determined that Calico Industries, Inc., of 9045 Junction Dr., Annapolis Junction, MD 20701, was the lowest responsive and responsible bidder to perform said services for items 25, 60, 68, 71, 72, 83, 87 and 103 in an amount not to exceed \$40,000.00 per year; and

WHEREAS, after following proper public bidding procedure, it was determined that Imperial Bag and Paper Co., LLC, of 255 Route 1 & 9, Jersey City, NJ 07302, was the lowest responsive and responsible bidder to perform said services for items 2, 4, 7, 8, 13, 14, 15, 19, 20, 23, 27, 29, 41, 50, 51, 52, 53, 57, 59, 69, 74, 88, 91, 96, 104, 112, 122, 125, 126 and 131 in an amount not to exceed \$40,000.00 per year; and

WHEREAS, after following proper public bidding procedure, it was determined that Office Basics, Inc., of 22 Creek Circle, Boothwyn, PA 19061, was the lowest responsive and responsible bidder to perform said services for items 10, 31, 34, 40, 67, 75, 82, 89, 93, 118 and 124 in an amount not to exceed \$40,000.00 per year; and

WHEREAS, after following proper public bidding procedure, it was determined that South Jersey Paper Products of 2400 Industrial Way, Vineland, NJ 08360, was the lowest responsive and responsible bidder to perform said services for items 3, 5, 6, 9, 11, 12, 17, 22, 35, 36, 38, 39, 42, 56, 77, 78, 86, 92, 94, 95, 97, 98, 99, 100, 101, 109, 117, 127, 128 and 129 in an amount not to exceed \$40,000.00 per year; and

WHEREAS, after following proper public bidding procedure, it was determined that Dave's Cleaning Service, Inc., DBA General Chemical & Supply of 119 East Kings Highway, Suite 103, Maple Shade, NJ 08052400 Industrial Way, Vineland, NJ 08360, was the lowest responsive and responsible bidder to perform said services for items 16, 18, 37, 55, 61, 62, 64, 66, 70, and 130 in an amount not to exceed \$40,000.00 per year; and

WHEREAS, each contract shall be for the purchase of an estimated quantity of products, with a contract amount not to exceed \$40,000.00 per vendor per year from November 7, 2014 to November 6, 2016. 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. Continuation of the contract beyond December 31, 2015 is conditioned upon the approval of the 2016 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contracts for the supply and delivery of janitorial supplies, and in accordance with and pursuant to the bids submitted by Camden Bag & Paper, Co., LLC; Calico Industries, Inc.; Imperial Bag and Paper Co., LLC; Office Basics, Inc.; South Jersey Paper Products; and Dave's Cleaning Service, Inc., DBA General Chemical & Supply, and the specifications promulgated by the County, 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 contracts with the above mentioned vendors for the aforementioned purpose on behalf of the County of Gloucester; and

BE IT FURTHER RESOLVED that 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, October 1, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

61

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

THIS CONTRACT is made effective the 7th day of November, 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 & PAPER, CO., LLC**, with offices at 114 Gaither Dr., Mt. Laurel, NJ 08054, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in **PD-014-043**; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective from November 7, 2014 to November 6, 2016 with the option to extend for two (2) one year terms or one (1) two year term.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-014-043, in an amount not to exceed \$40,000.00, for items 1, 21, 24, 26, 28, 30, 32, 33, 48, 49, 49b, 54, 54b, 58, 63, 65, 73, 76, 79, 80, 81, 84, 85, 90, 102, 105, 106, 107, 108, 110, 111, 113, 114, 115, 116, 119, 120, 121 and 123.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2014 is specifically conditioned upon approval of the 2015 Gloucester County Budget. Continuation of the contract after December 31, 2015 is specifically conditioned upon approval of the 2016 Gloucester County Budget.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 1, 21, 24, 26, 28, 30, 32, 33, 48, 49, 49b, 54, 54b, 58, 63, 65, 73, 76, 79, 80, 81, 84, 85, 90, 102, 105, 106, 107, 108, 110, 111, 113, 114, 115, 116, 119, 120, 121 and 123 for the unit prices set forth in specifications identified as PD-014-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-043, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

10. SET-OFF. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by

County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-014-043, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 7th day of November, 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:

CAMDEN BAG & PAPER, CO., LLC

BY: _____

Please Print Name

6-1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
CALICO INDUSTRIES, INC.**

THIS CONTRACT is made effective the 7th day of November, 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 **CALICO INDUSTRIES, INC.**, with offices at 9045 Junction Dr., Annapolis Junction, MD 20701, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in **PD-014-043**; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective from November 7, 2014 to November 6, 2016 with the option to extend for two (2) one year terms or one (1) two year term.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-014-043, in an amount not to exceed \$40,000.00 per year, for items 25, 60, 68, 71, 72, 83, 87 and 103.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2014 is specifically conditioned upon approval of the 2015 Gloucester County Budget. Continuation of the contract after December 31, 2015 is specifically conditioned upon approval of the 2016 Gloucester County Budget.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 25, 60, 68, 71, 72, 83, 87 and 103 for the unit prices set forth in specifications identified as PD-014-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-043, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be

deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-014-043, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 7th day of November, 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:

CALICO INDUSTRIES, INC.

BY: _____

Please Print Name

6-1

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

THIS CONTRACT is made effective the 7th day of November, 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 **IMPERIAL BAG AND PAPER CO., LLC**, with offices at 255 Route 1 & 9, Jersey City, NJ 07302, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in **PD-014-043**; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective from November 7, 2014 to November 6, 2016 with the option to extend for two (2) one year terms or one (1) two year term.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-014-043, in an amount not to exceed \$40,000.00 per year, for items 2, 4, 7, 8, 13, 14, 15, 19, 20, 23, 27, 29, 41, 50, 51, 52, 53, 57, 59, 69, 74, 88, 91, 96, 104, 112, 122, 125, 126 and 131.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2014 is specifically conditioned upon approval of the 2015 Gloucester County Budget. Continuation of the contract after December 31, 2015 is specifically conditioned upon approval of the 2016 Gloucester County Budget.

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

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

3. DUTIES OF VENDOR. The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 2, 4, 7, 8, 13, 14, 15, 19, 20, 23, 27, 29, 41, 50, 51, 52, 53, 57, 59, 69, 74, 88, 91, 96, 104, 112, 122, 125, 126 and 131 for the unit prices set forth in specifications identified as PD-014-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-043, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be

deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-014-043, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 7th day of November, 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:

IMPERIAL BAG AND PAPER CO., LLC

BY: _____

Please Print Name

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**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
OFFICE BASICS, INC.**

THIS CONTRACT is made effective the 7th day of November, 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 **OFFICE BASICS, INC.**, with offices at 22 Creek Circle, Boothwyn, PA 19061, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in **PD-014-043**; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective from November 7, 2014 to November 6, 2016 with the option to extend for two (2) one year terms or one (1) two year term.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-014-043, in an amount not to exceed \$40,000.00 per year, for items 10, 31, 34, 40, 67, 75, 82, 89, 93, 118 and 124.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2014 is specifically conditioned upon approval of the 2015 Gloucester County Budget. Continuation of the contract after December 31, 2015 is specifically conditioned upon approval of the 2016 Gloucester County Budget.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 10, 31, 34, 40, 67, 75, 82, 89, 93, 118 and 124 for the unit prices set forth in specifications identified as PD-014-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-043, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

approval of the County.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-014-043, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 7th day of November, 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:

OFFICE BASICS, INC.

BY: _____

Please Print Name

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**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
SOUTH JERSEY PAPER PRODUCTS**

THIS CONTRACT is made effective the 7th day of November, 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 **SOUTH JERSEY PAPER PRODUCTS**, with offices at 22 Creek Circle, Boothwyn, PA 19061, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in **PD-014-043**; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective from November 7, 2014 to November 6, 2016 with the option to extend for two (2) one year terms or one (1) two year term.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-014-043, in an amount not to exceed \$40,000.00 per year, for items 3, 5, 6, 9, 11, 12, 17, 22, 35, 36, 38, 39, 42, 56, 77, 78, 86, 92, 94, 95, 97, 98, 99, 100, 101, 109, 117, 127, 128 and 129.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2014 is specifically conditioned upon approval of the 2015 Gloucester County Budget. Continuation of the contract after December 31, 2015 is specifically conditioned upon approval of the 2016 Gloucester County Budget.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 3, 5, 6, 9, 11, 12, 17, 22, 35, 36, 38, 39, 42, 56, 77, 78, 86, 92, 94, 95, 97, 98, 99, 100, 101, 109, 117, 127, 128 and 129 for the unit prices set forth in specifications identified as PD-014-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-043, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be

deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-014-043, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 7th day of November, 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:

SOUTH JERSEY PAPER PRODUCTS

BY:

Please Print Name

G-1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
DAVE'S CLEANING SERVICE, INC., DBA GENERAL CHEMICAL & SUPPLY**

THIS CONTRACT is made effective the 7th day of November, 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 **DAVE'S CLEANING SERVICE, INC., DBA GENERAL CHEMICAL & SUPPLY**, with offices at 22 Creek Circle, Boothwyn, PA 19061, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of janitorial supplies to the County of Gloucester, as set forth in **PD-014-043**; and

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

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

TERMS OF AGREEMENT

1. TERMS. This Contract shall be effective from November 7, 2014 to November 6, 2016 with the option to extend for two (2) one year terms or one (1) two year term.

2. COMPENSATION. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-014-043, in an amount not to exceed \$40,000.00 per year, for items 16, 18, 37, 55, 61, 62, 64, 66, 70, and 130.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2014 is specifically conditioned upon approval of the 2015 Gloucester County Budget. Continuation of the contract after December 31, 2015 is specifically conditioned upon approval of the 2016 Gloucester County Budget.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver all janitorial supplies to the County of Gloucester, which products are identified as items 16, 18, 37, 55, 61, 62, 64, 66, 70, and 130 for the unit prices set forth in specifications identified as PD-014-043, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-014-043, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by

County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-014-043, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 7th day of November, 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:

**DAVE'S CLEANING SERVICE, INC., DBA
GENERAL CHEMICAL & SUPPLY**

BY: _____

Please Print Name

6-1

PD 14-043	Delivery of Janitorial items and Supplies for the County of Gloucester			
Bid Opening 8/21/14 10:00am				
VENDOR:	VENDOR:	VENDOR:	VENDOR:	VENDOR:
Calico Industries, Inc.	Imperial Bag & Paper Co., LLC	Office Basics, Inc.	S. Jersey Paper Products	Dave's Cleaning Service, Inc.
9045 Junction Drive	255 Routes 1 & 9	22 Creek Circle	2400 Industrial Way	DBA General Chemical Supply
Annapolis Junction, MD 20701	Jersey City, NJ 01302	Boothwyn, Pa 19061	Vineland, NJ 08360	119 E. Kings Hwy., Suite 103
Mr. Michael Heverly	Mr. Paul Cervino	Ms. Katherine Leighton	Mr. Michael Tedor	Maple Shade, NJ 08052
800 638-0828	201 437-7440	800 541-5855	856 691-2605	Mr. David McDonough
301 575-0131-Fax	201 437-7442-Fax	800 225-4049-Fax	856 794-8979-Fax	856 778-5550
				856 778-7831-Fax
25. DUST BRUSH, 8 IN	1. DRACKETT, WHISTLE	10. DRAIN OPENER, 1 QUART	3. BAB-O POWDERED CLEANSER	
\$2.24 ea/\$53.76 (24 each)	ALL PURPOSE CLEANER	12-CASE	21 OZ., 30-CASE	16. WET MOP HEADS, 16 OZ.
	\$19.54ea/\$97.70(5 case)	\$21.50ea/\$430.00 (20 cases)	\$14.68ea/\$146.80 (10 cases)	RAYON ONLY
60. TOILET SEAT COVER				\$2.30 ea/\$115.00 (50 each)
DISPENSER, HALF FOLD	21. CLARIO TF FOAMING	31. HEAVY DUTY DRAIN ACID	5. 5 WHEEL DOLLY FOR 44	
\$44.94ea/\$89.88 (2 Cases)	DISPENSER, WHITE	LIQUID, 1 QT. 12-CASE	GALLON TRASH CAN	18. SIGNS," CAUTION WET
	\$27.40ea/\$657.60 (24ea)	\$21.50ea/\$430.00 (20 cases)	\$20.47ea/\$245.64 (12 each)	FLOOR" YELLOW PLASTIC
68. BRUSHES, TOILET BRISTLE				\$4.71ea/\$56.62 (12 each)
\$0.98ea/\$98.00 (100 each)	24. WASP & HORNET	34.SPIC & SPAN CONC. POWDER	6. STAINLESS STEEL CLEANER	
	SPRAY, 15OZ. 12/CASE	CLEANER, 27 OZ. 12-CASE	18 OZ., 12-CASE	37. RUG SHAMPOO, 1 GALLON
71. 3M 6472 INSTA-LOK	\$37.98ea/\$303.84 (8cs)	\$82.70ea/\$1654.00 (20 cases)	\$21.97ea/\$439.40 (20 cases)	6-CASE
DOODLEBUG PAD BLOCK				\$24.71ea/\$247.10 (10 cases)
\$3.74ea/\$18.70 (5 each)	26. FRANKLIN'S OFFENSE	40. FAST ORANGE HAND CLNR.	9. CHEWING GUM/CANDLE	
	FLOOR STRIPPER	7.5 OZ., #25108 12-CASE	WAX REMOVER	55. VACUUM BAGS CLEAN MAX
72. 3M 6473 INSTA-LOK	5 GALLON CONTAINER	\$22.95ea/\$275.40 (12 cases)	\$20.04ea/\$200.40 (10 cases)	PRO (CMPS-QD) 12-CASE
DOODLEBUG HAND BLOCK				\$8.75ea/\$175.00 (20 cases)
\$3.84 EA/\$19.20 (5 each)	\$31.88ea/\$1275.20(40 con)	67. BROOM, STREET, 16 INCH	11.STANDARD LATEX RUBBER	
		\$5.75ea/\$69.00 (12 each)	GLOVES, 12 PAIRS/BAG MED.	61. TRASH CAN, RUBBERMAID
83. DUST MOP HEAD FRAME	28. 3M CARPET PROTEC-		\$4.65 ea/\$55.80 (12 bags)	44 GALLON W/ LID
36 INCH X 5 INCH	TOR, 1 GALLON			\$23.90ea/\$286.80 (12 each)
\$2.94ea/\$70.56 (24 each)	\$47.15gal/\$471.50 (10 gal)			

	30. POWDERED CARPET	15. WET MOP HEADS, 16 OZ.	75. SWIFFER DUSTER STARTER	12. STANDARD LATEX RUBBER	62. VACUUM BAG "MM"
87. MOP HANDLE, 60 INCH	DEODORANT 14 OZ/12-CASE	\$1.24ea/\$124.00 (100 each)	KIT, PGC# 40509	GLOVES, 12 PAIRS/BAG LRG.	EUREKA #60295C6 36-CASE
	\$23.63ea/\$472.60(20 cases)		\$3.95ea/\$197.50 (50 each)	\$4.65 ea/\$55.80 (12 bags)	\$2.60ea/\$7.80 (3 cases)
		19. PLASTIC WET MOP BUCKET			
103. RAGS, DIAPER, 50LB CASE	32. 3M TROUBLE SHOOTER	W/ WHEELS AND WRINGER	82. DISPOSABLE TOILET SEAT	17. JOHNNI MOPS, SOFT	64. VACUUM BELTS, ROUND
	CLEANER 19 OZ./12-CASE	35 QUART	COVERS, 250-PKG, 20 PKG-CASE	TOILET BRUSHES, 100-CASE	EUREKA, UPRIGHT
	\$27.80ea/\$556.00(20 cases)	\$33.59ea/\$403.08 (12 each)	\$23.50ea/\$1175.00 (50 cases)	\$48.00ea/\$144.00 (3 cases)	\$0.51ea/\$51.00 (100 each)
	33. 3M SPRAY BUFF CLEAN	20. WATERLESS HAND CLEANER	89. MOP DUST HEADS 24"X 5"	22. LIQUID HAND SOAP	66. EXTENSION HANDLES,
	& POLISH, 1 GAL., 4-CASE	4 OZ., 24-CASE	\$3.20ea/\$230.40 (72 each)	1 GALLON, 4-CASE	60 INCH FOR BROOMS
	\$22.60ea/\$226.00(10 cases)	\$42.99ea/\$429.90 (10 cases)		\$15.89ea/\$635.20 (40 cases)	\$2.07ea/\$155.25 (75 each)
			93. OIL DRY, 40 LB. BAGS		
	48. INSECT REPELLANT, SKIN	23. CLARIO ULTRABLU ANTI-	\$6.85ea/\$137.00 (20 bags)	35. JOHNSON'S LEMON	70. VACUUM BAG, ADVANCE
	6 OZ CANS, 12-CASE	BACTERIAL FOAMING SKIN		FURNITURE WAX 15 OZ, 12-CS	SPECTRUM, 12P, 10 BAGS-PKG.
	\$44.88ea/\$224.40(5 cases)	CLEANSER	118. GLOVES, EXAM, PVC,	\$23.73ea/\$237.30 (10 cases)	\$12.92ea/\$387.60 (30 pkgs.)
		\$46.41ea/\$1456.40 (40 cases)	100-BOX, 10 BOXES-CASE		
	49. INSECTICIDE FLY SPRAY,		\$21.80ea/\$545.00 (25 cases)	36. NOXON METAL POLISH	130. WET MOP HEAD MED.
	18 OZ., 12-CASE	27. 3M STANCE FLOOR FINISH		#7, 12 OZ., 12-CASE	NON WOVEN LOOP
	\$36.46ea/\$182.30 (5 cases)	2.5 GALLON, 2-CASE	124. EAST ORANGE HAND CLNR.	\$33.10ea/\$99.30 (3 cases)	\$2.33ea/\$111.84 (48 each)
		\$45.50ea/\$2275.00 (50 cases)	PUMP 1 GALLON		
	49B. BLACK FLAG OR RAID		\$42.50ea/\$212.50 (5 cases)	38. ENVIROX CONC. #118	
	ANT & ROACH SPRAY 18OZ.	29. 3M SPOT REMOVER,		4/1 GAL #ENV-118-04B	
	12-CASE	12 OZ., 12- CASE		\$138.20ea/\$5528.00(40 cases)	
	\$36.46ea/\$182.30(5 cases)	\$29.50ea/\$441.32 (8 cases)		39. ENVIROX CONC. #117	
				4/1 GAL #ENV-117-04B	
	54. WAX APPLICATOR,	41. FEMININE NAPKINS		\$138.20ea/\$5528.00(40 cases)	
	REFILL, LAMBS WOOL, 10IN	GARD'S # 1474 250-CASE			
	\$1.65ea/\$41.25 (25 ea)	\$25.75ea/\$128.75 (5 cases)		42. PLAYTEX SUPER TAMPONS	
				ROUND, 500-CASE	
	54B. WAX APPLICATOR,	50. INSECTICIDE ORTHO ANT &		\$57.21ea/\$286.05 (5 cases)	
	REFILL, LAMBS WOOL, 16 IN	ROACH W/ HOSE & SPRAYER			
	\$2.88ea/\$72.00 (25 ea)	1/2 GALLON BOTTLE			
		\$4.10ea/\$49.20 (12 bottles)			

58. BROOM -FLOOR 24 IN. \$9.19ea/\$110.28 (12 ea)	51. ANT TRAPS, 6 GRAMS 3/PKG \$9.30ea/\$139.50 (15 pkgs)	56. WASTE BASKETS, RUBBER-MAID # 2956, 12-CASE \$40.32ea/\$80.64 (2 cases)
63. SANJAMAR ELECTRONIC TOWEL CABINET \$69.80ea/\$1047.00(15 ea)	52. WAX APPLICATORS, LAMBS WOOL, 10 INCH \$4.17ea/\$83.40 (20 each)	77. DISPENSER FOR ENVIROX CONC. #ENV-8-252-117 \$79.00ea/\$948.00 (12 each)
65. VACUUM BELTS, ROUND HOOVER, #49258 \$0.89ea/\$22.25 (25 each)	53. WAX APPLICATORS, LAMBS WOOL, 16 INCH \$7.08ea/\$141.60 (20 each)	78. DISPENSER, FEMININE NAPKIN, J-6, 25 CENT RELEASE \$182.45ea/\$364.90 (2 each)
73. KNEE PADS, RUBBER \$9.85set/\$19.70 (2 sets)	57. BROOM-GARAGE 24 INCH \$6.43ea/\$77.16 (12 each)	86. DUSTMOP, 24"X 5" HANDLE & MOP HOLDER \$7.38ea/\$73.80 (10 each)
76. DUSTERS,EXTENSION 70" \$4.88ea/\$175.68 (36 each)	59. SCRUB BRUSH, 8 INCH \$1.05ea/\$25.20 (24 each)	92. HANDLE & FRAME FOR 18"X 5" DUST MOP \$5.74ea/\$68.88 (12 each)
79. DISPENSER, TOILET PAPER SCOTT #969 \$9.99ea/\$299.70 (30 each)	69.BUCKETS,10QT. GALVANIZED \$6.98ea/\$83.76 (12 each)	94. PADS, BUFF/POLISH 16 INCH, RED, 5-CASE \$7.90ea/\$79.00 (10 cases)
80.NAPKINS-NEW DISPOSABLE UNIT, RUBBERMAID # 6140 \$19.93ea/\$119.58 (6 each)	74. DISPENSERS LEV-R-MATIC, ROLL TIP #970 ROLL TOWEL \$25.00ea/\$150.00 (6 each)	95. PADS, SCRUB, BLACK, 16 INCH,THICK LINE 5-CASE \$7.90ea/\$39.50 (5 cases)
81.BAGS,DISPOSABLE SANITARY UNIT, RUBBERMAID #6141 \$19.80ea/\$237.60 (12 boxes)	88. MOP DUST HEADS, 36"X 5" \$3.30ea/\$237.50 (72 each)	97. PADS, SUPER HIGH WHITE POLISH, 20 INCH, 5- CASE \$11.20ea/\$168.00 (15 cases)
84.MATS, WALKOFF, 3'X 5',GRAY \$27.80ea/\$333.60 (12 each)	91. MOP, DUST, 18"X 5" \$2.49ea/\$89.64 (36 each)	
85.MATS,WALKOFF, 4'X6',GRAY \$41.40ea/\$496.80 (12 each)	96. DUST PANS, METAL \$2.64ea/\$63.36 (24 each)	

	90. FLOOR SQUEEGEE, 18 INCH	104. SQUEEGEE W/ METAL	98. PADS, BUFFING, SCOTCH
	\$13.68ea/\$82.08 (6 each)	BRACKET, 7 3/4"	BRIRE RED, 20 INCH, 5-CASE
		\$11.07 ea/\$132.84 (12 each)	\$11.20ea/\$112.00 (10 cases)
	102. RAGS, CLEANING, POLO		
	\$0.62lb/\$93.00 (150 lbs)	112. DELUXE WAX COTE	99. PADS, WHITE LABEL, 20
		1 GALLON, 6-CASE	INCH, 5-CASE
	105. SQUEEGEE W/METAL	\$36.68ea/\$442.56 (12 cases)	\$11.20ea/\$280.00 (25 cases)
	BRACKET, 11 3/4"		
	\$6.10ea/\$73.20 (12 each)	122. GLASS CLEANER 32OZ.	100. PADS, WHITE SUPER
		SPRAY	POLISH, 16 INCH, 5- CASE
	106. SQUEEGEE W/ METAL	\$14.31ea/\$85.86 (6 cases)	\$7.90ea/\$197.50 (25 cases)
	BRACKET 18"		
	\$8.05EA/\$96.60 (12 each)	125. PALMITA V HAND SOAP	101. SQUEEGEE REFILL,
		HONEY ALMOND	RUBBER, 18 INCH
	107. DIXIE #302 PAPER CUPS,	\$15.51ea/\$77.55 (5 cases)	\$2.18ea/\$52.32 (24 each)
	7 OZ. 2500/CASE		
	\$44.23ea/\$221.15 (5 cases)	126. 3M SCRUBBER SPONGES	109. ROLL TOWELS, SCOTT #414
		20/BOX	\$15.44ea/\$4632.00 (300 cases)
	108. DIXIE #701 PAPER CUPS	\$13.86ea/\$27.72 (2 cases)	
	3 OZ. 2500/CASE		117. RUBBER GLOVES, NON-
	\$38.52ea/\$770.40 (20 cases)	131. LOBBY BROOM & DUST	LATEX, XL, 12-PKG.
		PAN COMBO	\$4.88ea/\$19.52 (4 cases)
	110. URINAL SANI-SCREEN	\$9.07ea/\$108.84 (12 each)	
	\$0.72ea/\$72.00 (100 each)		127. ROLL TOWEL, WHITE #6820
			\$18.74ea/\$2248.80 (120 cases)
	111. CITRUS DEGREASER,		
	1 GALLON, 4-CASE		128. GEORGIA PACIFIC WHITE
	\$20.60ea/\$247.20 (12 cases)		ROLL # 89460
			\$47.54ea/\$2852.40 (60 cases)
	113. DCL SOLUTIONS MFG. PAK-		
	ITS, WATER SOLUBLE LIQUID		129. GEORGIA PACIFIC BROWN
	PACKETS, #C405 LOW FOAM		TOWEL #89440
	EXTRACTION CLEANER, 100-CO		\$42.36ea/\$5083.20 (120 cases)
	\$69.20ea/\$346.00(5 container)		

	114. DCL SOLUTIONS MFG. PAK-ITS, WATER SOLUBLE LIQUID				
	PACKETS #Q305 GLASS 7 HARD SURFACE CLEANER 80-CONT				
	\$61.60ea/\$1540.00 (25 boxes)				
	115. DCL SOLUTIONS MFG. PAK-ITS, WATER SOLUBLE LIQUID				
	PACKETS #Q330 CARPET PRE - SPOTTER, 80-CONT				
	\$63.50ea/\$317.50(5 container)				
	116. QUART CONT. W/ SPRAY TRIGGERS FOR ABOVE				
	\$1.60ea/\$40.00 (25 container)				
	119. HOT DRINK CUPS 8 OZ.				
	\$19.67ea/\$157.36 (8 cases)				
	120. COLD DRINK CUPS 8 OZ.				
	\$19.67ea/\$157.36 (8 cases)				
	121. DISH DETERGENT 4-1 GAL				
	\$14.75ea/\$118.00 (8 cases)				
	123. INSECT SPRAY P-30 CHERRY BLOSSOM 18 OZ CAN 12-CASE				
	\$36.46ea/\$875.04 (24 cases)				

Bid #	Vendor	Bid #	Vendor	Bid #	Vendor
25	Calico	2	Imperial	3	SJ Paper
60	Calico	4	Imperial	5	SJ Paper
68	Calico	7	Imperial	6	SJ Paper
71	Calico	8	Imperial	9	SJ Paper
72	Calico	13	Imperial	11	SJ Paper
83	Calico	14	Imperial	12	SJ Paper
87	Calico	15	Imperial	17	SJ Paper
103	Calico	19	Imperial	22	SJ Paper
1	Camden Bag	20	Imperial	35	SJ Paper
21	Camden Bag	23	Imperial	36	SJ Paper
24	Camden Bag	27	Imperial	38	SJ Paper
26	Camden Bag	29	Imperial	39	SJ Paper
28	Camden Bag	41	Imperial	42	SJ Paper
30	Camden Bag	50	Imperial	56	SJ Paper
32	Camden Bag	51	Imperial	77	SJ Paper
33	Camden Bag	52	Imperial	78	SJ Paper
48	Camden Bag	53	Imperial	86	SJ Paper
49	Camden Bag	57	Imperial	92	SJ Paper
49b	Camden Bag	59	Imperial	94	SJ Paper
54	Camden Bag	69	Imperial	95	SJ Paper
54 b	Camden Bag	74	Imperial	97	SJ Paper
		88	Imperial	98	SJ Paper
		91	Imperial	99	SJ Paper
		96	Imperial	100	SJ Paper
		104	Imperial	101	SJ Paper
		112	Imperial	109	SJ Paper
		122	Imperial	117	SJ Paper
		125	Imperial	127	SJ Paper
		126	Imperial	128	SJ Paper
		131	Imperial	129	SJ Paper
		10	office Basics	16	Dave's Cleaning
		31	office Basics	18	Dave's Cleaning
		34	office Basics	37	Dave's Cleaning
		40	office Basics	55	Dave's Cleaning
		67	office Basics	61	Dave's Cleaning
		75	office Basics	62	Dave's Cleaning
		82	office Basics	64	Dave's Cleaning
		89	office Basics	66	Dave's Cleaning
		93	office Basics	70	Dave's Cleaning
		118	office Basics	130	Dave's Cleaning
		124	office Basics		
				128	SJ Paper sub from Central does not fit
				129	SJ Paper sub from imperial does not fit

116 Camden Bag
119 Camden Bag
120 Camden Bag
121 Camden Bag
123 Camden Bag