

**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 October 1, 2014

P-1 Proclamation Recognizing the Washington United Lightning Soccer Team for their outstanding performance during the 2014 season (Simmons) (To Be Presented)

P-2 Proclamation Honoring the "Gloucester County Sheriff's K-9 Unit" For Successfully Tracking and Finding a Toddler in Glassboro, NJ on September 10, 2014 (Christy) (To be Presented)

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.**

WOMEN, INFANTS & CHILDREN PROGRAM (WIC) - \$745,853.00. These funds will be used to support salary and operating costs in order for the County to carry out the WIC program. The WIC program provides nutrition education and vouchers redeemable for nutritious foods to lactating women, infants and children. In Gloucester County there is an estimated 4,380 eligible participants per month in the WIC program serving approximately 94% of the eligible participants. In 2013 GC added a Spanish speaking nutritionist and PEER counselor. This year with added funds from the State GC will be contracting with a breastfeeding PEER counselor to expand the services offered.

QUALITY IMPROVEMENT PLAN GRANT - \$1,200.00. These funds will provide support to the Gloucester County Department of Health's endeavors to become public health accredited. This financial support will assist in progressing forward with our Workforce Development and Quality Improvement Plan Work.

WORKFORCE LEARNING LINK (WLL) - \$35,000.00. These funds will be used to provide ABE/GED and literacy training for residents attending Rowan College at Gloucester County. This funding is part of the Work First New Jersey program which provides training to individuals in an effort to increase the quality of the workforce available, reduce dependency of assistance programs and help residents to become self sufficient.

FY14 HOMELAND SECURITY GRANT - \$150,000.00. These funds will enhance the County's ability to prevent, protect against, respond to and recover from acts of terrorism, disasters and emergencies. \$100,000.00 will go towards projects that would build, sustain and maintain national preparedness capabilities and \$50,000 will go towards the regional projects for the weather stations.

**A-2 RESOLUTION PROVIDING FOR THE INSERTION OF \$14,975.00 GRANT FROM THE STATE OF NEW JERSEY, DIVISION OF COMMUNITY AFFAIRS INTO GLOUCESTER COUNTY PURSUANT TO N.J.S.A. 40A:4-87.**

RECREATION OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIES (ROID) - \$14,975.00 - CASH MATCH \$2,995.00. This program is a continuation of the "Eye Deal Connection" grant received for last fiscal year. These funds allow the Department of Health, Senior Services and Disability Services to continue to provide a planned program of leisure activities to our residents who are blind and visually impaired. Activities take place at the Blind and Visually Impaired Center located at the Shady Lane Home Complex. Activities and trips are planned according to participant interests and are integrated with non-disabled peers for the inclusive recreation available to all County residents.

**A-3 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF OCTOBER 2014.**

The Treasurer of Gloucester County submits the bill list for September for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed October 16, 2014.

**A-4 RESOLUTION EXTENDING A CONTRACT WITH MERCURY CONSULTING GROUP, LLC FOR CONSULTING SERVICES FROM NOVEMBER 9, 2014 TO NOVEMBER 8, 2016 IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR.**

This Resolution authorizes a two year extension of the Contract with Mercury Consulting Group, LLC, located at 1143 Whithall Road, Williamstown, New Jersey 08094 for the maintenance and design of computer network assets regarding security and accessibility to the National Center for Information of Crime per bid specification PD# 12-040. The original Contract was passed by Resolution November 20, 2012 with the option for a one (1) two year or two (2) one year extension. This extension will be from November 9, 2014 to November 8, 2016 in an amount not to exceed \$75,000.00 per year.

**A-5 RESOLUTION INCREASING THE CONTRACT WITH PITNEY BOWES BY \$26,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$172,000.00 THROUGH STATE CONTRACT #A75237.**

This Resolution authorizes an amendment to increase the Contract amount by \$26,000.00 with Pitney Bowes to supply postage and postage supplies to all County Departments through State Contract #A75237, resulting in a new amount not to exceed \$172,000.00.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**B-1 RESOLUTION AUTHORIZING A CONTRACT WITH MISSION CRITICAL PARTNERS, INC. FOR CONSULTING SERVICES FROM OCTOBER 16, 2014 TO OCTOBER 15, 2015 FOR \$226,046.00.**

Resolution authorizing the execution of a contract, as per RFP-14-035, with Mission Critical Partners, Inc. for consulting services for the implementation of testing and training related to the 700 MHz radio system, from October 16, 2014 to October 15, 2015 for \$226,046.00.

**B-2 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2014 HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2016 IN THE AMOUNT OF \$150,000.00.**

Acceptance of the FFY 14 Homeland Security Grant in the amount of \$100,000.00 for maintenance and upkeep of national preparedness capabilities and additional \$50,000.00 for the regional project with Burlington, Camden, Cumberland, Mercer, and Salem counties for the weather stations.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING EXECUTION OF APPLICATION DOCUMENTS NECESSARY FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMOUNT OF \$45,948.36.**

This Resolution authorizes a grant application to the USDA for a Housing Preservation Grant in the total amount of \$45,948.36 from September 1, 2014 to August 31, 2016. The original Resolution of August 6, 2014, authorized a pre-application for \$50,000.00. The USDA through its Notice of Pre-Application Review Action has set forth the actual grant amount as \$45,948.36. This grant will go towards project implementation which will include rehabilitation activities consistent with HUD's Housing Quality Standards for owner occupied rehabilitation activities that benefit individuals/households with incomes below 50% of the area median income.

**C-2 RESOLUTION TO EXECUTE HUD FORMS FOR THE GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS FOR FY2014.**

The Planning Division is requesting the execution of HUD Form 7082 entitled CDBG Funding Approval/Agreement (inclusive of Washington Township's entitlement) and HUD Form 40093 Entitled HOME Investment Partnership Funding Approval/Agreement relative to the Gloucester County Community Development Block Grant, HOME Investment Partnership and Washington Township Entitlement Programs. Execution of these forms will certify the official approval of the Gloucester County Year 5 Action Plan submission for Fiscal year 2014. This continues the process by which segments of the community have come together to develop comprehensive approaches to affordable housing, homelessness and economic opportunities for all citizens, particularly for very low income and low income persons.

**C-3 RESOLUTION AUTHORIZING THE FOLLOWING EIGHT MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM OCTOBER 15, 2014 TO OCTOBER 14, 2015:**

<u>SUBRECIPIENT</u>	<u>TOTAL CONTRACT AMOUNT</u>
BOROUGH OF CLAYTON	\$ 48,750.00
TOWNSHIP OF DEPTFORD (1)	\$ 50,000.00
TOWNSHIP OF DEPTFORD (2)	\$ 50,000.00
TOWNSHIP OF FRANKLIN	\$ 50,000.00
TOWNSHIP OF MONROE	\$ 50,000.00
TOWNSHIP OF WASHINGTON	\$118,269.00
CITY OF WOODBURY	\$ 50,000.00
BOROUGH OF WOODBURY HEIGHTS	\$ 1,430.00

The Department of Public Works' Planning Division is requesting execution of eight Municipal Agreements for Public Facilities Projects using Community Development Block Grant Funds for the period October 15, 2014 to October 14, 2015.

- **Borough of Clayton** for road reconstruction at 7<sup>th</sup> and Mallard Avenues; and
- **Township of Deptford (#1)** for road reconstruction of Niland Lane at Knollwood Drive; and
- **Township of Deptford (#2)** for road reconstruction of Trilby Avenue from Cobblestone to end; and
- **Township of Franklin** for road reconstruction of New Jersey Avenue, Delaware Avenue, and Maple Avenue; and
- **Township of Monroe** for the Phase IV road reconstruction of Winslow Road from Walnut to New Brooklyn; and
- **Township of Washington** for road reconstruction of Kennedy Drive the access road to the Nob Hill section and for ADA curbs and sidewalks; and
- **City of Woodbury** for road reconstruction of Franklin Street; and
- **Borough of Woodbury Heights** to provide an ADA compliant water cooler at the municipal building to provide handicap accessibility.

**C-4 RESOLUTION AUTHORIZING THE FOLLOWING FOUR MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING PRIOR YEARS' RE-PROGRAMMED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM OCTOBER 15, 2014 TO OCTOBER 14, 2015:**

<u>SUBRECIPIENT</u>	<u>TOTAL CONTRACT AMOUNT</u>
BOROUGH OF GLASSBORO	\$20,462.00
TOWNSHIP OF SOUTH HARRISON	\$ 1,400.00
CITY OF WOODBURY	\$14,000.00
BOROUGH OF WOODBURY HEIGHTS	\$48,438.00

The Department of Public Works' Planning Division is requesting execution of four Municipal Agreements for Public Facilities Projects using Community Development Block Grant Funds for the period October 15, 2014 to October 14, 2015.

- **Borough of Glassboro** for reconstruction of Overbrook Avenue from Wright to Baldwin Road; and
- **Township of South Harrison** for purchase and installation of an ADA compliant water cooler at the municipal building; and
- **City of Woodbury** for Demolition of a non-residential blighted structure in a redevelopment area; and
- **Borough of Woodbury Heights** for the installation of ADA curb cuts/sidewalk improvements at Oak Avenue and 4<sup>th</sup> Street.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**E-1 RESOLUTION AUTHORIZING A CONTRACT WITH WESTON ENTERPRISES, INC. FOR THE PURCHASE OF A REFRIGERATED MORGUE TRAILER IN THE AMOUNT \$109,500.00.**

This Resolution awards a contract to Weston Enterprises, Inc., for the purchase of a refrigerated morgue trailer that will hold 36-50 individuals for the Gloucester County Medical Examiner, as set forth on the bid summary sheet and specifications PD# 14-044. The contract is for the amount of \$109,500.00.

**E-2 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL AGREEMENT ACCEPTING TITLE XX GRANT FUNDS , FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 IN THE TOTAL AMOUNT OF \$66,117.00, WHICH INCLUDES AN IN-KIND MATCH OF \$5,384.00.**

The Gloucester County Division of Transportation Services (DTS) is requesting approval to submit a renewal transportation grant application to the NJ Division of Disability Services to receive 2015 Title XX funds, for a total amount of \$66,117.00, the grant funds will be in the amount of \$60,733.00, with a local in-kind match of \$5,384.00. The Gloucester County Division of Transportation Services uses these funds to transport low-income residents to non-emergency medical appointments and developmentally disabled adults to vocational training sites.

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**G-1 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH CENTRAL POLY CORPORATION FROM OCTOBER 17, 2014 TO OCTOBER 16, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.**

This Resolution extends a Contract with Central Poly Corporation for a period of two years for the supply and delivery of trash bags to the County. This Contract was originally entered into on October 17, 2012 and allows for a two (2) year extension. Vendor shall be compensated in an amount not to exceed \$25,000.00 per year resulting in an amount not to exceed \$50,000.00 for the term of the Contract as per PD-12-035.

**G-2 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT WITH CORE MECHANICAL, INC., FROM NOVEMBER 1, 2014 TO OCTOBER 31, 2015 IN AN AMOUNT NOT TO EXCEED \$450,000.00.**

This Resolution extends a Contract with Core Mechanical, Inc., for a period of one year for the full service maintenance and emergency repair services for heating and air conditioning units (HVAC units) in all County buildings. The Contract was originally entered into on November 1, 2011 and allows for Contract extensions through October 31, 2015. Vendor shall be compensated in an amount not to exceed \$450,000.00 as per PD-11-056.

**G-3 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT WITH U.S. LUMBER, INC., FROM NOVEMBER 6, 2014 TO NOVEMBER 5, 2015 IN AN AMOUNT NOT TO EXCEED \$80,000.00.**

This Resolution extends a Contract with U.S. Lumber, Inc., for a period of one year for the supply of various building materials to the County. The Contract was originally entered into on November 6, 2013 and allows for a one year extension. Vendor shall be compensated in an amount not to exceed \$80,000.00 as per PD-13-046.

**G-4 RESOLUTION TO PURCHASE TWO (2) UTILITY VEHICLES FROM ROORKS FARM SUPPLY, INC., FOR \$31,800.00.**

This Resolution authorizes the purchase of two (2) Kubota RTV-X-1120DWL-AS, Kubota Diesel Motor 4WD, Variable Hydro Transmission, 72" STD Plow with Electric Lift, Front Work Lights, Hydraulic Dump Bed, Kubota Orange Color. Purchase price for each is \$15,900.00 for a total cost of \$31,800.00. Vehicles to be purchased from Roorks Farm Supply, Inc., with offices at 163 Route 77, Elmer, NJ, and utilized by the County's Buildings and Grounds Department as per PD-14-047.

**G-5 RESOLUTION AWARDING A CONTRACT TO BACH ASSOCIATES, PC FOR ARCHITECTURAL/ENGINEERING WORK FOR THE CONSTRUCTION OF A SPAY AND NEUTER CLINIC FOR THE GLOUCESTER COUNTY ANIMAL SHELTER FROM OCTOBER 15, 2014 TO OCTOBER 14, 2015 FOR \$34,600.00.**

This Resolution awards a Contract to Bach Associates, PC located at 304 White Horse Pike, Haddon Heights, NJ 08035 for architectural/engineering work for the construction of a spay and neuter clinic for the Gloucester County Animal Shelter. Plans and documents to be provided will include: architectural floor plans, elevations, electrical plans, mechanical plans, plumbing plans and related details. Contractor to be paid in the lump sum amount of \$34,600.00 as per RFP-14-036.

**G-6 RESOLUTION AWARDING A CONTRACT TO PATRIOT ROOFING, INC., FOR ALL LABOR AND MATERIALS FOR THE INSTALLATION OF A NEW ROOF AT THE ANIMAL SHELTER FOR \$39,860.00.**

This Resolution awards a Contract to Patriot Roofing, Inc., located at 2083 Jacksonville-Jobstown Road, Jobstown, NJ 08041 for all labor and materials for the installation of a new roof at the County Animal Shelter. Costs totaling \$39,860.00 as per PD-14-046.

Old Business

New Business

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

Adjournment

**MINUTES**

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

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

Comments: N/A

48685 Proclamation Recognizing the 25<sup>th</sup> 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)

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
FREEHOLDER CHILA

48686 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

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

Comments: N/A

**48687 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.**

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

Comments: N/A

**48688 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.**

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

Comments: N/A

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**48689 RESOLUTION TO ELIMINATE THE SEPTEMBER 3, 2014 CONTRACT EXTENSION WITH THE GCIT FOR THE YOUTH ONE-STOP PROGRAM.**

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

Comments: N/A

**48690 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.**

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

Comments: N/A

**48691 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.**

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

Comments: N/A

**48692 RESOLUTION APPROVING CONTRACT CHANGE ORDER INCREASE #01 WITH ZONE STRIPING, INC. BY \$16,331.70 FOR A NEW AMOUNT OF \$399,665.47.**

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

Comments: N/A

**48693 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**

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

Comments: N/A

**48694 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH BUD CONCRETE, INC. BY \$41,108.10 FOR A NEW AMOUNT OF \$140,762.10.**

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

Comments: N/A

**48695 RESOLUTION TO PURCHASE A 2015 FORD SUV POLICE INTERCEPTOR FROM WINNER FORD FOR \$32,384.00.**

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

Comments: N/A

**48696 RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN SPECIALIZED MAINTENANCE VEHICLES AND EQUIPMENT.**

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

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES  
FREEHOLDER TALIAFERRO

DEPARTMENT OF HEALTH &  
HUMAN SERVICES

FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES

48697 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.

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

Comments: N/A

48698 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.

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

Comments: N/A

48699 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.

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

Comments: N/A

48700 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.

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

Comments: N/A

**48701 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.**

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

Comments: N/A

**48702 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.**

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

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**48703 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 AGRIUM 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.**

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

Comments: N/A

**DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**48704 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.**

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: Rita Magnum, Logan Twp., questioned about the Housing Authority list.

CLOSE

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

Comments: N/A

Adjournment 7:47 PM

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

Comments: N/A

**HONORING  
THE WASHINGTON UNITED LIGHTNING U 17 BOYS SOCCER TEAM  
FOR ITS OUTSTANDING PERFORMANCE  
DURING THE 2014 SEASON**

**WHEREAS**, it is the desire of the Board of Chosen Freeholders to pay special tribute to the **Washington United Lightning U 17 Boys Soccer Team** for its outstanding performance during the 2014 season, especially for winning the US Club National Cup; and

**WHEREAS**, the **Washington United Lightning U 17 Boys Soccer Team** was established in 2005 and many of its players are from the original roster. In 2008 and 2012 they played in the finals of the US Youth Soccer NJ State Cup, winning the championship in 2012, and in 2014 they were finalists in the EDP Cup, the EDP League, won the US Youth Soccer Region One Colonial League, the US Youth Soccer NJ State Cup, the US Club NJ State Cup and the US Club National Cup in Greensboro, NC, making the **Washington United Lightning U 17 Boys Soccer Team** the number one ranked team in the State of New Jersey, number one ranked team in Region One and the number one ranked team in the entire Nation ; and

**WHEREAS**, the members of the **Washington United Lightning U 17 Boys Soccer Team** are Daniel Aucoin, Ricky Nelson, Gavin Bright, Joseph Dikmak, Daniel Marino, Alexander Noel, Justin Curtin, Louis Vilotti, Kyle Millar, Shane Doherty, Brian Hawkins, Tyler Logar, Garrett Hoagland, Dotan Argano, Logan Edwards, Zachary Burns, Burak Ozdemir, Sean McLaughlin, Edward McCusker and Derek MacKinnon; and

**WHEREAS**, under the capable guidance of coaches Matt Driver and Chad Vilotti, these exceptional athletes have demonstrated the finest qualities of true champions, drawing attention from numerous area colleges and earning over one million dollars in scholarships, but most importantly have learned what it means to be a team and work together toward common goals of excellence and outstanding athleticism; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders Lyman Barnes, Giuseppe "Joe" Chila, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam Taliaferro do hereby honor and congratulate the **Washington United Lightning U 17 Boys Soccer Team** for its outstanding performance during the 2014 season and commend the team's athletes and coaches for their exceptional efforts and competitive spirits as evidenced by their accomplishments.

**IN WITNESS WHEREOF**, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15th day of October, 2014.

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Daniel Christy  
Freeholder

\_\_\_\_\_  
Frank J. DiMarco  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam Taliaferro  
Freeholder

ATTEST: \_\_\_\_\_  
Robert N. DiLella, Clerk

**PROCLAMATION HONORING THE  
"GLOUCESTER COUNTY SHERIFF'S K-9 UNIT"  
FOR SUCCESSFULLY TRACKING AND FINDING A TODDLER IN GLASSBORO, NJ  
ON SEPTEMBER 10, 2014**

*WHEREAS, Sgt. Anthony DeCicco oversees the Gloucester County Sheriff's K-9 Unit which encumbers nine canines; and Sheriff's Officer Handlers including Alexander Molnar, Kevin Lauer, Thomas Accoglio, Charles Bittle; and*

*WHEREAS, In November of 2013, Sheriff Carmel Morina was proud to announce the addition of two very fine young ladies, 7 month old sister Bloodhounds, Charlie and Delta; and*

*WHEREAS, the primary duty of Charlie and Delta was to augment the Project Lifesaver Program run by our Field Services Unit, and to also assist countywide for other missing persons or children who may wander off and get lost; and*

*WHEREAS, it is a day to honor today the Sheriff's K-9 Unit, as well as Bloodhound Delta for a job well done for assisting and finding a three and a half year old who wandered off in the Borough of Glassboro; 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 the "Gloucester County Sheriff's Office K-9 Unit" and "K-9 Delta", for a job well done in finding a missing toddler on September 10, 2014.*

*IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15<sup>th</sup> day of October, 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 N. 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 **\$745,853.00**, which item is now available as a revenue from the State of New Jersey Department of Health Women, Infants & Children Program (WIC), to be appropriated under the caption of the State of New Jersey Department of Health Women, Infants & Children Program (WIC) - *Other Expenses*;
- (2) The sum of **\$1,200.00**, which item is now available as a revenue from the New Jersey Association of County and City Health Officials Quality Improvement Plan Grant, to be appropriated under the caption of the New Jersey Association of County and City Health Officials Quality Improvement Plan Grant- *Other Expenses*;
- (3) The sum of **\$35,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Labor and Workforce Development Workforce Learning Link (WLL), to be appropriated under the caption of the State of New Jersey, Department of Labor and Workforce Development Workforce Learning Link (WLL) - *Other Expenses*;
- (4) The sum of **\$150,000.00**, which item is now available as a revenue from the State of New Jersey, Office of Homeland Security and Preparedness FY14 Homeland Security Grant, to be appropriated under the caption of the State of New Jersey, Office of Homeland Security and Preparedness FY14 Homeland Security Grant - *Other Expenses*.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A 2

**RESOLUTION PROVIDING FOR THE INSERTION OF \$14,975.00 GRANT FROM THE  
STATE OF NEW JERSEY, DIVISION OF COMMUNITY AFFAIRS INTO  
GLOUCESTER COUNTY PURSUANT TO N.J.S.A. 40A:4-87**

**WHEREAS**, N.J.S. 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 to approve the insertion of an item of revenue in the budget of the year 2014 in the sum of \$14,975.00 which item is now available as a revenue from the State of New Jersey, Division of Community Affairs Recreation Opportunities for Individuals with Disabilities (ROID) pursuant to the provisions of statute; and

**BE IT FURTHER RESOLVED** that a like sum of \$14,975.00 be and the same is hereby appropriated under the caption of the State of New Jersey, Division of Community Affairs Recreation Opportunities for Individuals with Disabilities (ROID) - Other Expenses; and

**BE IT FURTHER RESOLVED** the sum of \$2,995.00 representing the amount required for the County's share of the aforementioned undertaking or improvement appears in the budget of the year 2014 under the caption of Matching Funds for Grants - State and Federal Programs, and is hereby appropriated under the caption of the State of New Jersey, Division of Community Affairs Recreation Opportunities for Individuals with Disabilities (ROID) - Other Expenses.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 15, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A.3

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

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending October 10, 2014; and

**WHEREAS**, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending October 10, 2014.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending October 10, 2014, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending October 10, 2014, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A-4

**RESOLUTION EXTENDING A CONTRACT WITH MERCURY CONSULTING GROUP, LLC FOR CONSULTING SERVICES FROM NOVEMBER 9, 2014 TO NOVEMBER 8, 2016 IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR**

**WHEREAS**, a contract was awarded to Mercury Consulting Group, LLC located at 1143 Whithall Road, Williamstown, New Jersey 08094 on November 20, 2012, per PD# 12-040 for maintenance and design of computer network assets regarding security and accessibility to the National Center for Information of Crime; and

**WHEREAS**, based on the recommendation of the Information Technology Department, the County now desires to exercise its option to extend the contract for a two (2) year term from November 9, 2014 to November 8, 2016; and

**WHEREAS**, this contract extension shall be for estimated units of services, on an as needed basis, for an amount not to exceed \$75,000.00 per year. The contract therefore does not obligate the County of Gloucester to make any purchase and no Certificate of Availability of Funds is required at this time. The continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget and continuation of contract beyond December 31, 2015 conditioned upon approval of the 2016 Gloucester County Budget; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend the contract with Mercury Consulting Group, LLC, for the maintenance and design of computer network assets regarding security and accessibility to the National Center for Information of Crime, for an additional two (2) year period from November 9, 2014 to November 18, 2016 in an amount not to exceed \$75,000.00 per year, and the County Purchasing Agent is directed to so inform the Contractor; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, October 15, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

AC

	<p>PD 012-040 Bid Opening 10/16/2012 10:00am</p>	
<p><b>ITEM</b></p>	<p><b>SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF MAINTENANCE AND DESIGN OF COMPUTER NETWORK ASSETS WITH REGARDS TO SECURITY AND ACCESSIBILITY OF THE NATIONAL CENTER FOR INFORMATION OF CRIME</b></p>	<p><b>VENDOR:</b> MCG LLC 1143 WHITHALL ROAD WILLIAMSTOWN, NJ 08094 WILLIAM HERD 856 885-5785 856 210-0328 FAX</p>
<p>1</p>	<p><b>HOURLY RATE</b></p>	<p>\$185.00 *</p>
<p>2</p>	<p><b>AFTER HOURS RATE (5PM TO 7AM)</b></p>	<p>\$185.00</p>
<p>3</p>	<p><b>HOLIDAYS AND WEEKENDS</b></p>	<p>\$235.00</p>
	<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>
	<p><b>VARIATIONS:</b></p>	<p>* MCG LLC Offers Level 2 network services consisting of workstation, server, printer and simple network support at the rate of \$136.00/hr. NCIC support consistent with C.J.S. guidelines, VRF, VLAN/Trunking, Firewall/ASA Security response, Vmware and all other advanced services known as Level 3 are at the rate of \$185.00/hr</p>
	<p>This is a two (2) year contract with one two (2) year extension or two one (1) year extensions</p>	
	<p>Bid specifications sent to:</p>	<p>eRepublic Prime Vendor Computer Integrated Services</p>
	<p>Based upon the bids received, I recommend MCG,LLC be awarded the contract as the lowest responsive, responsible bidder.</p>	<p>WIFI integrators for Innovation myrethink Grant Thornton LLP</p>
	<p>Sincerely,</p>	<p>Robert J. McErlane Assistant Purchasing Agent</p>

A-5

**RESOLUTION INCREASING THE CONTRACT WITH PITNEY BOWES BY \$26,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$172,000.00 THROUGH STATE CONTRACT #A75237**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on January 22, 2014 authorizing the execution of a contract with Pitney Bowes for the purchase of postage and postage supplies through State Contract #A75237; and

**WHEREAS**, the amount of the original contract with Pitney Bowes was \$146,000.00. Additional postage and postage supplies have become necessary in the amount \$26,000.00. This will result in a new amount not to exceed \$172,000.00 to acquire supplies necessary to conduct County business; and

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the contract amount, will continue in full force and effect; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not obligate the County of Gloucester to make any purchase whatsoever.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that Freeholder Director be and are hereby authorized to execute and Clerk of the Board to attest to the Amendment to increase the contract with Pitney Bowes by \$26,000.00 for postage and postage supplies necessary to conduct County business through State Contract #A75237; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B-1

**RESOLUTION AUTHORIZING A CONTRACT WITH MISSION CRITICAL PARTNERS, INC. FOR CONSULTING SERVICES FROM OCTOBER 16, 2014 TO OCTOBER 15, 2015 FOR \$226,046.00**

**WHEREAS**, there County has recognized the need to contract for radio communications consulting services; and

**WHEREAS**, the County requested proposals, via RFP-14-035, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Mission Critical Partners, Inc. located at 690 Gray's Woods Boulevard, Port Matilda, Pennsylvania 16870, made the most advantageous proposal, for \$226,046.00 from October 16, 2014 to October 15, 2015; and

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

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$226,046.00, pursuant to C.A.F. #14-08457, which shall be charged against budget line item #C-04-13-023-250-23215; and

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contract for radio communications consulting services with Mission Critical Partners, Inc., for \$226,046.00 from October 16, 2014 to October 15, 2015.

**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 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B-1

**CONTRACT BETWEEN  
MISSION CRITICAL PARTNERS, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 15<sup>th</sup> 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 **Mission Critical Partners, Inc.**, with offices at 690 Gray's Woods Boulevard, Port Matilda, Pennsylvania 16870, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for radio communications consulting services; and

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

**WHEREAS**, 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 does hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period commencing October 16, 2014 and concluding October 15, 2015.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the project prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated September 15, 2014 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 14-035. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in a total contract amount of \$226,046.00.

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

the work done and materials furnished under this Contract.

**3. DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-14-035, and Vendor's responsive proposal, dated September 15, 2014, which are incorporated by reference in their entirety and made a part of this Contract.

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

**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 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 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. **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-14-035 issued by the County of Gloucester and Vendor's responsive proposal dated September 15, 2014, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of Contract and RFP-14-035, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-14-035, and the Vendor's proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this 15<sup>th</sup> 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:**

**MISSION CRITICAL PARTNERS, INC.**

\_\_\_\_\_

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

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

Certificate of Availability of Funds

TREASURER'S NO. 14-08457 DATE 10/1/2014

C-04-13-023-250-23215  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Emergency Response

AMOUNT OF CERTIFICATION \$226,046.10 COUNTY COUNSEL Tom Campo

DESCRIPTION: Consulting services for implementation of  
the 900 MHz Radio System - REP# 14-035

VENDOR: Mission Critical

ADDRESS: 690 Gray's Woods Blvd.  
Port Matilda, PA 16870

J.P. Botta

DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED 10/1/14



**TRANSMITTAL LETTER**

September 15, 2014

Gloucester County Purchasing Department  
County Administration Building  
2 South Broad Street  
Woodbury, NJ 08096

**Re: RFP# 14-035, Consulting Services for Implementation of the 700 MHz Radio System**

Dear Mr. Mercanti and Mr. Butts,

Mission Critical Partners, Inc. (MCP) appreciates the opportunity to provide this response for the comprehensive project management of your countywide communications system. As you will read, our approach is integrated and comprehensive, treating all phases and tasks as an overall program rather than individual tasks.

Our team will be broad – including subject matter experts from our various practice teams to specifically address the requirements rather than a “one size fits all” team. Our team members will be on-site, primarily consisting of members from our Pennsylvania offices. Our approach includes significant resources to minimize the need for day-to-day involvement of County personnel, leaving them free to address other critical job functions.

MCP has designed and implemented dozens of similar systems, and brings with it a staff of over 80 highly qualified personnel. The majority of our team members are former public safety directors and managers that are familiar with the financial, political, and resource challenges that a project of this type brings.

I am the principal point of contact and authorized representative for this proposal response. My contact information follows:

Sean Petty, Client Sponsor  
690 Gray's Woods Blvd.  
Port Matilda, PA 16870

Cell: 484-294-6734  
Direct Office: 484-714-0741  
Email: SeanPetty@mcp911.com

On behalf of our entire team, we stand behind the County of Gloucester, New Jersey to serve as your partner and your advocate.

Sincerely,

Sean Petty,  
MISSION CRITICAL PARTNERS, INC.

**MissionCriticalPartners**

690 Gray's Woods Boulevard | Port Matilda, PA 16870 | 888.8.MCP911 or 888.862.7911 | www.MCP911.com



## PROJECT PRICING

Professional Services outlined in this Scope of Services will be provided for a fixed fee of \$226,046, including expenses by phase as follows:

Phase	Fee
Phase 1 – System Implementation, Including all Expenses	\$117,160
Phase 2 – Acceptance Testing, Including all Expenses	\$39,420
Phase 3 – Training and User Education, Including all Expenses	\$43,225
Phase 4 – Project Closeout	\$17,663
OPTIONAL: Acceptance Testing Travel Coordination	\$8,578

MCP is prepared to accept and comply with the General Terms and Conditions required by the County and will enter into the County's standard Professional Services Agreement.

Please know, above all else, MCP is flexible and agreeable to negotiate any pricing established herein as our current understanding of the effort may not be yours. Our priority is for this project to be successful for Gloucester County, and we stand ready to adjust our level of support deemed necessary for success to occur.

MCP recognizes that it is responsible for costs related to travel, housing, transportation, per diems, communications devices, and computer equipment. Any additional services would be performed based on a then current Fee Schedule. The 2014 Fee Schedule follows. Prior to initiating any such additional work, MCP would require a formal letter of authorization from the County.

MCP proposes to submit itemized invoices detailing all work completed during the billing period pursuant to the contract and in accordance with County specifications.

### **MissionCriticalPartners**

690 Gray's Woods Boulevard | Port Matilda, PA 16870 | 888.8.MCP911 or 888.862.7911 | www.MCP911.com



## MISSION CRITICAL PARTNERS, INC.

### 2014 Rate Schedule — Including Expenses

<u>Titles</u>	<u>Rate/Hr</u>
Principal	\$248.00
Consulting Manager	\$237.00
Sr. Program Manager	\$237.00
Forensics Analyst	\$220.00
Program Manager	\$215.00
Sr. Consultant	\$210.00
Sr. Project Manager	\$204.00
Sr. Technology Specialist	\$198.00
Emergency Response Specialist	\$198.00
Operations Specialist II	\$198.00
Consultant	\$187.00
Technology Specialist II	\$187.00
Operations Specialist I	\$187.00
Lead Policy Consultant	\$187.00
Project Manager	\$181.00
Technology Specialist I	\$176.00
Assistant Project Manager	\$164.00
Planner	\$164.00
Communications Specialist	\$153.00
Public Safety Specialist II	\$142.00
Policy Specialist/Technical Writer	\$131.00
Public Safety Specialist	\$131.00
Emergency Numbers Specialist	\$114.00
Support Specialist III	\$107.00
Support Specialist II	\$102.00
Support Specialist I	\$ 85.00
Support Specialist	\$ 80.00

### **MissionCriticalPartners**

690 Gray's Woods Boulevard | Port Matilda, PA 16870 | 888.8.MCP911 or 888.862.7911 | [www.MCP911.com](http://www.MCP911.com)

**BASIS OF AWARD**

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

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

RFP-14-035 – Consulting Services for Implementation of 700 MHz Radio System  
Mission Critical Partners

<b>EVALUATION FACTORS</b> Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	<b>SCORE</b>
A. <b><u>Technical Proposal contains all required information</u></b> All required documentation submitted.  <u>  5  </u> points	5
B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> Qualifications and experience of staff to be assigned are excellent. This company has expanded to over 77 Full and part employees over the last 5 years.  <u> 25 </u> points.	24
C. <b><u>Relevance and Extent of Similar Engagements performed</u></b> Mission critical has engaged in many similar projects. Most projects of this type were performed in PA.  <u> 25 </u> points.	23
D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Work plan proposed is realistic and thorough, displaying knowledge of requirements.  <u> 25 </u> points.	23
E. <b><u>Reasonableness of Cost Proposal</u></b> Cost proposal was the lowest submitted for work listed in the RFP.  <u> 20 </u> points.	17
<b>TOTALS</b>	<b>92</b>

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2014 HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2016 IN THE AMOUNT OF \$150,000.00**

**WHEREAS**, the mission of the U.S. Department of Homeland Security is to enhance the ability of State, local and tribal governments to prepare, prevent and respond to terrorist attacks and other disasters; and

**WHEREAS**, the Homeland Security Grant Program is a primary funding mechanism for building and sustaining national preparedness capabilities; and

**WHEREAS**, Homeland Security funding would enhance Gloucester County's ability to prevent, detect, deter, respond to, and recover from threats and acts of terrorism; and

**WHEREAS**, the County of Gloucester is permitted to utilize a Government Service Administration Contract (GSA) when utilizing Homeland Security Funds; and

**WHEREAS**, the acceptance will make the total amount funded for the FFY14 Homeland Security Grant \$150,000.00, from September 1, 2014 to August 31, 2016; and

**WHEREAS**, extension for funding period will be on a case to case basis.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the grant agreement and any and all necessary documents with the New Jersey Office of Homeland Security and Preparedness to accept the FFY 2014 Homeland Security Grant Program in the total amount of \$150,000.00, from September 1, 2014 to August 31, 2016; and

**BE IT FURTHER RESOLVED** that the County of Gloucester is permitted to purchase from the Government Services Administration Contract (GSA) when spending said funds.

**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 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B 2

# STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

## Office of Homeland Security and Preparedness and

### Gloucester County (Subgrantee)

#### GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification

#### PRE-AWARD REQUIREMENTS

- V. Special Grant Conditions

#### POST-AWARD REQUIREMENTS

- VI. Financial Management System
- VII. Method of Reimbursement
- VIII. Allowable Costs
- IX. Period of Performance
- X. Matching and Cost Sharing
- XI. Program Income
- XII. Budget Revisions and Modifications
- XIII. Property Management and Disposition Standards
- XIV. Procurement Standards
- XV. Monitoring of Program Performance
- XVI. Financial and Performance Reporting
- XVII. Access to Records
- XVIII. Record Retention
- IXX. Enforcement
- XX. Termination and Suspension

#### POST-AWARD REQUIREMENTS

- XXI. Grant Close Out Procedures

#### ATTACHMENTS

- A. Non-Supplanting Certification Form
- B. Standard Assurances

- C. Special Conditions
- D. Certification Regarding Lobbying
- E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- F. Conditions on CBRN/HAZMAT Grant Funding
- G. Interoperability Projects
- H. OHSP Special Conditions for Funding Regarding Automated License Plate Readers
- I. Specialized Vehicles
- J. Information Technology Projects
- K. Protocol for Processing and Issuing ID Cards
- L. OHSP Special Conditions for HSGP-Funded Exercise Salary Reimbursements
- M. County Cybersecurity Reporting Requirements
- N. OHSP Grant Extension Request Form

**STATE OF NEW JERSEY**  
**NEW JERSEY OFFICE OF HOMELAND SECURITY AND**  
**PREPAREDNESS FEDERAL GRANT AGREEMENT**

**I. Grant Agreement Data.**

This agreement is between **Gloucester County** (hereinafter "Subgrantee") and the **New Jersey Office of Homeland Security and Preparedness** (hereinafter the "SAA" or "State Administrative Agency"). The agreement is undertaken pursuant to the authority of the SAA under Executive Order No. 5 (Corzine 3/16/06) to pass through federal preparedness assistance awarded to New Jersey by the Department of Homeland Security (hereinafter "DHS"). The Subgrantee is being awarded **\$150,000.00 of FY14 State Homeland Security Program (SHSP), (Performance Period: September 1, 2014 to August 31, 2016)**, (Award No. EMW-2014-SS-00099-S01, CFDA No. 97.067) to implement the projects within their approved Spending Plan Template and Annex.

**II. Compliance With Existing Laws.**

- A. The Subgrantee, in order to permit the SAA to award this grant, agrees to comply with all state and municipal laws, rules, regulations and requirements generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant.
- B. These laws, rules, regulations and requirements include, but are not limited to the following.
  - 1. New Jersey Department of the Treasury, Office of Management and Budget documents.
    - a. Circular Letters 04-04-OMB, Single Audit Policy for Recipients of State Grants and State Aid: <http://www.state.nj.us/infobank/circular/cir0404b.htm>
    - b. State Grant Compliance Supplement:  
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
    - c. Department of Treasury Fixed Assets, Circular No. 11-18-OMB Capital Assets:  
<http://www.state.nj.us/infobank/circular/cir1118b.pdf>
    - d. Department of Treasury Equipment Inventory Process, Circular No. 11-19-OMB Asset Inventory Requirements: <http://www.state.nj.us/infobank/circular/cir1119b.pdf>
    - e. Uniform Administrative Requirements for Grant and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofits Organization, Circular A-110:  
<http://www.whitehouse.gov/omb/circulars-a110>

2. State Affirmative Action Requirements.

The Subgrantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al, and P.L. 1975, C127 and all implementing regulations.

C. The Subgrantee is in compliance with all federal NIMS compliance requirements, to include NIMSCAST reporting requirements, Homeland Security Presidential Directive No. 5: [www.fas.org/IRP/offdocs/NSPD/HSPD-5.html](http://www.fas.org/IRP/offdocs/NSPD/HSPD-5.html) and NIMS objectives: <http://www.fema.gov/pdf/emergency/nims/FY2009NIMSImplementationChart/pdf>. Additional information on NIMS compliance is available at: <http://www.fema.gov/emergency/nims/ImplementationGuidanceStakeholders.shtm>.

D. Failure to comply with the laws, rules and regulations shall be grounds to terminate this grant.

**III. Bonding and Insurance.**

It is the responsibility of the Subgrantee to ensure all bonding and insurance requirements consistent with the business/not-for-profit entity are executed to include the purposes and intent of this Grant Agreement.

**IV. Indemnification.**

The Subgrantee shall be solely responsible for any and all claims, loss, liability, expenses or damages resulting from any or all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice, or any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Subgrantee to the extent provided in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., or other applicable law. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this Grant Agreement shall continue after the termination of this Grant Agreement with respect to any liability, loss, expenses or damages resulting from acts occurring prior to termination.

**V. Special Grant Conditions.**

A. Subgrantee may be considered "high risk" if OHSP determines that a Subgrantee meets any of the following criteria.

1. Has a history of unsatisfactory performance.
2. Is not financially stable.

3. Has a financial management system which does not meet the standards set forth in section VI of this Grant Agreement.
  4. Has not complied with terms and conditions of a previous award.
- B. If a Subgrantee shall be deemed to be a high risk by OHSP, but in its discretion, OHSP determines that an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award. Special conditions/restrictions may include, but may not be limited to, any of the following activities.
1. Withholding authority to proceed until evidence of acceptable performance within a given funding period is observed.
  2. Requiring additional, more detailed financial reports.
  3. Additional project monitoring.
  4. Requiring the Subgrantee to obtain technical or management assistance.
  5. Establishing additional prior approvals.
- C. If OHSP imposes such conditions, the OHSP Grant and Program Management Bureau Chief shall prepare written notification, as soon as possible, providing the following information.
1. The nature of the special conditions/restrictions.
  2. The reason(s) for imposing the special conditions.
  3. The corrective actions that must be taken before the special conditions will be removed by OHSP and the time allowed for completing the corrective actions.
  4. The method of requesting reconsideration of the conditions/restrictions imposed.
- D. The Subgrantee agrees to maintain, at its own expense, all of the equipment purchased with grant funds.
- E. The Subgrantee will identify a project manager and/or a Point of Contact (POC) for ensuring that all tasks, services and products, quality of deliverables and timeliness of all services are satisfied within the contract requirements and reviewing all contract packing slips and billing invoices assuring that the contractor is paid only for services rendered and goods delivered to the projects.
- F. OHSP has designated an OHSP grant liaison who will be responsible for programmatic and financial monitoring of this project.
- G. The Subgrantee will absorb costs beyond funding awarded and/or adding of projects not included in the approved spending plan.

- H. The Subgrantee will ensure sustainability by assuming all responsibility of operating, maintaining and incurring future costs associated with the equipment and services purchased.
- I. For federal grants, the Subgrantee agrees to sign the attached Non-Supplanting Certification Form. (See Attachment A); agrees to comply with the attached federal Standard Assurances (Attachment B) and Special Conditions (Attachment C); to sign the attached Certification Regarding Lobbying and Debarment (Attachment D), Suspension, Ineligibility and Voluntary Exclusion (Attachment E). Attachments F through L are project specific and apply only if your agency seeks to utilize grant funds to support project(s) relating to one or more of the attachments focus areas. Subgrantees will comply with the conditions on CBRN/HazMat Grant Funding (Attachment F); Interoperability Projects (Attachment G); OHSP Special Conditions for Funding Regarding Automated License Plate Readers and sign the Certification form (Attachment H); Specialized Vehicles (Attachment I) ; Information Technology Projects (Attachment J); Protocol for Processing and Issuing I.D. Cards (Attachment K); OHSP Special Conditions for HSGP-Funded Exercise Salary Reimbursements (Attachment L); and County Cybersecurity Reporting Requirements (Attachment M). Attachment N is only utilized when seeking an extension of the period of performance.
- J. Environmental and Historic Preservation (EHP) Compliance: EHP requires that any federally funded grant activity be reviewed for the potential to have an adverse impact on communities, public health or the environment within the place of performance of the project. In order to fulfill its requirements, DHS requires awardees and/or responsible jurisdiction sub-awardees, pursuant to the assurance related to this grant program, to complete and submit an EHP Compliance Checklist indicating any effects the awardee's proposed expenditures might have.
- K. All allocations and use of funds under this grant must be in accordance with any applicable Program Guidelines and Application Kit as well as the special conditions and terms provided by DHS.

## VI. Financial Management System.

- A. The Subgrantee shall be responsible for maintaining a financial management system (see paragraph B below) and will immediately notify OHSP when the Subgrantee cannot comply with the requirements established in this section of the grant.
- B. The Subgrantee's financial management system shall include the following components.
  - 1. Financial Reporting.

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial report requirements of the grant.
  - 2. Accounting Records.

**Records that adequately identify the source and application of funds for OHSP supported activities.** These records must contain information pertaining to grant awards and

authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.

3. Internal Control.

Effective internal and accounting controls over all funds, property and other assets. The Subgrantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

4. Budget Control.

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by OHSP.

5. Allowable Costs.

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the grant proposal upon which this Grant Agreement is made and consistent with the provisions of state and/or federal cost principles.

6. Source Document.

Accounting records that are supported by source documents.

- C. OHSP may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the issuance of the Grant Agreement. If OHSP determines that the Subgrantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by OHSP upon written notice to the Subgrantee, until such time as the system meets with OHSP's approval.

**VII. Method of Reimbursement.**

- A. Reimbursements made to the Subgrantee shall be in the form of electronic transfer by OHSP, upon receipt by OHSP of a properly executed payment voucher/purchase order and approved invoice, which will be properly uploaded within the OHSP administered Grant Tracking System (hereinafter GTS). Reimbursement requests must be submitted to OHSP with a properly completed Request for Reimbursement form, to include the signature of the agency's treasurer or fiscal officer. (Electronic submissions, including an electronic signature, are permissible.) Subgrantee reimbursement requests must be submitted to OHSP on a quarterly calendar basis for costs incurred during the quarter for approved goods/services and/or for any approved salary/fringe benefit costs. Quarterly reimbursement requests must be submitted to OHSP within ten (10) business days after the close of each quarter. *The OHSP will not take any action on or process any reimbursement request that is more than twelve (12) months past the documented date the Subgrantee paid their vendor for the good or service for which the Subgrantee is seeking reimbursement.*

NOTE: If a Subgrantee is not registered to receive electronic fund transfers from New Jersey, they must contact William Kelly, Assistant Chief Administrative Officer, OHSP.

- B. No expenditures made prior to the start date of the period of performance of the specific grant, for which this Grant Agreement has been prepared, shall be eligible for reimbursement from the Subgrantee's allocation.
- C. Agencies seeking reimbursement for an approved acquisition shall follow the Reimbursement Process Guidelines contained within OHSP's grant and year specific Spending Plan Guidelines posted on the OHSP Website at <http://www.njhomelandsecurity.gov/grants-main1.html>.

**NOTE: Equipment, purchased with HSGP funding, that meets the requirements for entry into the State's Resource Directory Data Base (RDDDB) must be properly entered once deployed and made operational. The RDDDB is maintained by the New Jersey Division of State Police Recovery Bureau, Public Assistance/Support Services Unit, (609) 963-6996. A copy of the RDDDB entry will be included with each request for reimbursement when applicable. Please note that if your agency puts together a "packaged" typed resource they should also enter that "packaged" typed resource into the RDDDB.**

- D. Any salary/fringe reimbursement will only be processed after OHSP has received and reviewed the required periodic time and activity "Certification Form" available on the OHSP website.

#### VIII. Allowable Costs.

- A. The Subgrantee acknowledges and agrees that expenditures by the Subgrantee shall be solely for the purposes of implementing the projects set forth in the Subgrantee's approved Spending Plan Template and Annex.
- B. Grant funds must be used for allowable costs consistent with the provision of state and federal cost principles.
- C. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose. Violations under this act could result in a prison term of up to 20 years, and a fine of up to \$500,000, under N.J.S.A. 2C:30-8.

#### IX. Period of Performance.

- A. Each Homeland Security Grant Program (Federal and State) has a period of performance established by the granting authority. The period of performance sets the starting date and the closing date in which grant funds may be expended.
- B. OHSP will seek a grant extension in accordance with DHS/FEMA policy.

- C. Attached as Attachment N to this Grant Agreement is the OHSP Grant Extension Request Form with directions. The request must be submitted ninety (90) days prior to the expiration date of the performance period.

**X. Matching and Cost Sharing.**

The Subgrantee shall be required to account to the satisfaction of OHSP matching and cost sharing requirements (if applicable) of the grant in accordance with state and/or federal requirements.

**XI. Program Income.**

- A. Program income shall be defined as gross income earned by the Subgrantee from federal grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights. The following pertains to cash advances that are issued by OHSP to local units of government, nonprofit, commercial and non-governmental organizations.
- B. All local units of government (political subdivisions of a state, including cities, towns, counties and special districts created by state law) shall account for interest earned on federal funds. Local units of government may keep interest earned on federal grant funds up to \$100 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year.
- C. Nonprofit, commercial and non-governmental organizations shall account for interest earned on federal funds. These types of organizations may keep interest earned on federal grant funds up to \$250 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year.
- D. All other program income earned during the grant period shall be retained by the Subgrantee and used in accordance with the original intent of the Grant Agreement.
- E. Interest earned, in excess of the amounts stated above, must be remitted to the United States Department of Health and Human Services, Division of Payment Management Services, P.O. Box 6021, Rockville, MD 20852.

**XII. Budget Revisions and Modifications.**

- A. Budget revisions and modifications must be requested by the Subgrantee and approved by OHSP in writing (via GTS, see section XVIII.C.) before they become effective. (In the case where OHSP assumes the GTS data entry responsibility, a budget revision notification must be made in writing to OHSP.) A revised Annex to the Spending Plan will be required.
- B. OHSP may also, at its option, establish policy to restrict reprogramming of funds among direct cost categories and must require Subgrantees to comply with applicable state requirements concerning prior approval for certain budget changes.

- C. If the Subgrantee is making program expenditures or providing grant services at a rate, which in the judgment of OHSP will result in substantial failure to expend the grant amount or provide grant services, OHSP may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop, to the satisfaction of OHSP, a plan to rectify its low level of program expenditures or grant services, OHSP may, upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of service for each program element of grant services at the reduced grant amount. If such a determination is made by OHSP subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to OHSP.

### **XIII. Property Management and Disposition Standards.**

- A. Property furnished by OHSP or acquired in whole or in part with OHSP funds and/or federal funds or whose cost was charged to a project supported by OHSP funds and/or federal funds shall be utilized and disposed of in a manner consistent with state requirements.
- B. Executive level state agencies are required to comply with state OMB CL#01-07 and OMB CL#91-32 and OMB State Fiscal Year End Guidelines for reporting of Capital and Fixed Assets, as more specifically set forth in Paragraph D below. Non-executive state departments (i.e. colleges and universities, New Jersey Transit agencies, Port Authority agencies, local units of government, nonprofit organizations, etc.) must adhere to and follow their respective inventory and fixed inventory policies and procedures. Nonprofit organization requirements/standards are more specifically set forth in Paragraph E below.
- C. The Subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- D. Requirements for State Agencies.
1. To meet the minimum requirements for the establishment and maintenance of agency equipment inventory records per New Jersey Treasury Circular No. 11-19-OMB Equipment Inventory Process. An inventory system is necessary.
    - a. To fix stewardship responsibility for particular equipment.
    - b. To provide a means of control to determine that state equipment is not stolen or misappropriated.
    - c. To obtain optimum insurance coverage levels and provide important proof-of-loss evidence when insurance claims are filed.
    - d. To locate excess or surplus items that can be made available to other agencies or to be sold at public auction.

- e. To permit the development of depreciation and cost services information for possible reimbursement through federal grant programs.
  - f. To maintain a schedule of acquisitions financed by federal funds.
2. For the purpose set forth in New Jersey Treasury Circular No. 11-19-OMB, those items of equipment with an original cost of \$1,000.00 or more and an expected useful life of three (3) years or more must be maintained on an equipment inventory record. Examples of such equipment are vehicles, furniture, files, fixtures and office equipment (computers, copiers, fax machines, calculators, typewrites, etc.).
  3. This policy is intended to be applied to individual items only. In cases of group purchases, although the aggregate cost may exceed the limit, if the cost of the individual items is below \$1,000.00, the items are not required to be included on the inventory record. Agencies have the option to maintain items costing less than \$1,000.00 on the inventory record.
  4. Subsidiary records for equipment should include the following information.
    - a. Description of equipment (type of item, brand name, serial number, etc.).
    - b. Acquisition date.
    - c. Cost (purchase price).
    - d. Inventory number (decal, stencil or sequentially numbered tags for control).
    - e. Location (address of building, building name, etc.).
    - f. Organization unit charged with custody.
    - g. Source of the monies from which equipment was acquired (General State Funds, Federal Grants, Special Revenue Funds, etc.).
  5. Executive level state agencies must meet the minimum requirements for the establishment and maintenance of agency equipment inventory records per New Jersey Treasury Circular No. 11-18-OMB "Fixed Assets". This Circular Letter prescribes policies to account for fixed assets in accordance with generally accepted accounting principals. Assets that meet the following criteria must be recorded in the Revised Fixed Assets System (RFAS), currently known as the Land and Building Asset Management system (LBAM).
    - a. An asset that is classified as land, land improvements, buildings, building improvements or equipment.
    - b. An asset with an original unit cost of at least \$25,000.00 for land improvements, \$30,000.00 for motor vehicles, \$20,000.00 for all other equipment and \$100,000.00 for building improvements, which result in the replacement of the original

components. All land must be capitalized. All buildings are to be capitalized except those structures that are temporary in nature and that are under \$20,000.00 in value.

- c. An asset with a useful life of one year or greater.

6. Reporting Responsibilities.

- a. All building construction, renovation or demolition of buildings or the purchase and/or sale of property that is not coordinated through the Office of Design and Construction or the Office of Property and Lease Management, is the responsibility of the applicable agency and therefore must be reported by that agency.
- b. The acquisition of an asset through a series of regular contract payments, i.e., installment purchases of qualifying assets, as well as an asset acquired through Certificates of Participation or "Master Lease" financing, should be reported the same as a purchase of an asset.

7. Documentation Requirements.

- a. System definitions and instructions for asset additions and/or retirements are available on-line via the HELP screen in the LBAM.
- b. Agencies are required to maintain supporting documents for all fixed asset transactions that meet the capitalization criteria.
- c. The source of funding, or combination of sources of funding, must be identified.
- d. Each asset must be identified and entered into the LBAM by a unique individual number. The number may be a tag number issued by OMB, a license number in the case of a vehicle or another number approved by OMB.

8. Agency Reporting Responsibilities.

- a. Each agency will designate a unit and personnel responsible for updating LBAM.
- b. Each agency is required to maintain an internal system that is capable of utilizing the LBAM program.
- c. Each agency will submit information on-line to OMB, which will identify all assets added or retired as entered on the agency's version of the LBAM Program.
- d. Each agency will also be responsible for conducting an annual physical inventory of fixed assets, which must be reconciled to the LBAM Program. A preliminary inventory including the first six months of transactions should be submitted to OMB by May 31 of each year. A complete physical inventory listing as of June 30 must be submitted to OMB prior to July 31 of each year.

E. Requirements Non-State Agencies (Including Nonprofits, Counties, Municipalities, Corporations, etc.) Grants.

The recipient's property management standards for equipment acquired with federal funds and federally owned equipment shall include all of the following.

1. Equipment records shall be maintained accurately and shall include the following information.
  - a. A description of the equipment.
  - b. Manufacturer's serial number, model number, federal stock number, national stock number or other identification number.
  - c. Source of the equipment, including the award number.
  - d. Whether title vests in the recipient or the federal government.
  - e. Acquisition date (or date received, if the equipment was furnished by the federal government) and cost.
  - f. Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government).
  - g. Location and condition of the equipment and the date the information was reported.
  - h. Unit acquisition cost.
  - i. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the federal awarding agency for its share.
2. Equipment owned by the federal government shall be identified to indicate federal ownership.
3. A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization and continued need for the equipment.

F. Disposition of Property.

When original or replacement equipment acquired under a grant or subgrant is no longer needed for

the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows.

1. Items of equipment with a current per unit fair market value of less than \$5,000.00 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency (i.e., FEMA).
2. Items of equipment with a current per unit fair market value in excess of \$5,000.00 may be retained or sold and the awarding agency (FEMA) shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

#### **XIV. Procurement Standards.**

- A. Procurement of authorized items shall not commence until the Subgrantee has a fully executed Grant Agreement on file. In no case will any reimbursement be processed without a fully executed Grant Agreement on file with OHSP.
- B. General - A state shall follow the same policies and procedures it uses for procurement from its non-federal funds. The state shall ensure that every purchase order or other contract includes any clauses required by federal statutes and executive orders and their implementing regulations. Subrecipients of states shall follow the procurement requirements imposed upon them by the states. Other recipients and subrecipients will follow the appropriate OMB Circular (OMB Circular A-110 or OMB Circular A-102).
- C. Standards - Recipients and subrecipients shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal law and standards.
- D. Adequate Competition - All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval of the awarding agency. Interagency agreements between units of government are excluded from this provision.
- E. Non-competitive Practices - The recipient/subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to the awarding agency.
- F. Sole Source Procurement (Non-Competitive) - All non-state procurement transactions shall be conducted in such a manner that provides, to the maximum extent practical, open and free competition. However, should a recipient elect to award a contract without competition, sole source justification may be necessary. Justification must be provided for non-competitive procurement and

should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. FEMA will approve sole-source procurements for direct recipients only. Subrecipients must obtain approval from OHSP. If the primary recipient's regulations require approval at a lower dollar threshold than identified above, the subrecipient should abide by the primary recipient's requirements.

- G. As per 44 CFR Part 13.36, when procuring property and services under a grant, a state will follow the same policies and procedures it uses for procurements from its non-federal funds. The state will ensure that every purchase order or other contract includes any clauses required by federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow 44 CFR Part 13.36 paragraphs (b) through (i).
- H. Purchasing equipment, goods and services under this grant is the responsibility of the Subgrantee, unless other arrangements have been authorized in writing.
- I. Adherence to the standards contained in the applicable state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurements. The Subgrantee is the responsible authority, without recourse to OHSP, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
- J. Should a Subgrantee purchase authorized equipment for another agency (public or private), or should the Subgrantee reimburse another agency for acquired authorized equipment utilizing HSGP funds in the amount of \$5,000.00 or greater, a memorandum of understanding (MOU) shall be formally prepared and signed by all participating parties indicating use, maintenance and disposition of said equipment.
- K. Subgrantees and any other lower tier subrecipients who receive funding from a Homeland Security Grant Program shall ensure that all vendors they intend to do business with are not listed as an Excluded Entity on the federal System for Award Management (SAM) or a debarred agency on New Jersey's Consolidated Debarment Report. All Subgrantees and subrecipient will conduct a check with the federal website <http://www.SAM.gov/portal/public/SAM/> and the state website <http://www.state.nj.us/treasury/debarred/>. Subgrantees and lower tier subrecipients shall make a copy of the search results and retain with the other procurement documents that will be subject to audit at a later time.
- L. All subgrantees must upload purchasing documentation into the Grants Tacking System (GTS). Purchasing documentation shall include, but is not limited to, a Subgrantee's purchase order, vendor's invoice and Subgrantee's proof of payment or a printout of a New Jersey Comprehensive Financial System (NJCFS) Open Payment Voucher Line Table report.

#### **XV. Monitoring of Program Performance.**

- A. Subgrantee monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units

by time periods are being accomplished and other performance goals are being achieved as applicable.

B. The Subgrantee shall inform OHSP of the following types of conditions which affect program objectives and performance as soon as they become known.

1. Problems, delays or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals or preclude the attainment of project work units by establishing time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any OHSP assistance required to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost or produces a greater benefit than originally planned.
3. Any excess funds will be returned to OHSP.
4. Based on a review of a Subgrantee's programmatic/financial performance, OHSP reserves the right to partially reduce and/or rescind a Subgrantee's project funding. Examples include, but are not limited to, failure to demonstrate in the Grants Tracking System (GTS) and/or the New Jersey Comprehensive Financial System that at least 50% of project funding has been legally obligated within 12 months of execution of subgrant award; failure to account for funding in GTS; and failure to provide adequate supporting reimbursement documentation. Any action taken to reduce or rescind funding will be communicated by OHSP via electronic mail and written correspondence to the Subgrantee.

C. OHSP may, upon reasonable notice, make site visits for any of the following purposes.

1. To review program accomplishments and management control systems.
2. To provide such technical assistance as may be required.
3. To perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

## **XVI. Financial and Performance Reporting.**

A. Your agency will be required to provide biannual strategy implementation reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives outlined in the state and urban area homeland security strategies. The awarding of these funds is conditioned upon your agency's full participation with OHSP's Grants Tracking System (GTS). Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

- B. The grant budget as used in this section means the approved Spending Plan Template and Annex or Vulnerability Reduction Purchasing Plan (VRPP-which pertain to federal BZPP funding only). The Spending Plan Template and Annex or VRPP represents the project or program planned expenditures as approved during the grant application and award processes.
- C. The Subgrantee (except in the case where OHSP assumes the responsibility of GTS data entry) shall utilize OHSP's GTS in addition to the Subgrantee's financial management accounting system.
1. The GTS is a web-based application developed to assist with the grant management process.
  2. The Subgrantee agrees to maintain on its staff at least one person experienced in the proper input of data into the GTS system. Training is available through OHSP and will be provided by Ms. Melissa Barnes (609-584-4088), OHSP GTS Administrator.
  3. Subgrantee will use GTS to budget all items, upload purchase orders, invoices and proof of payment, as well as record the dates grant items are invoiced.
  4. No expenditures shall be eligible for reimbursement until the Subgrantee populates the GTS with all anticipated expenditures as reflected in the approved Spending Plan Template and Annex.
  5. Once the approved Spending Plan Template and Annex data is entered into the GTS, the Subgrantee may not revise without first entering the change into the GTS and receiving approval from their OHSP liaison. Charges incurred without proper approval may be ineligible for reimbursement.
  6. Subgrantee shall maintain GTS with the most current planning, procurement and expenditure information.
  7. Any request by a third party for a GTS report printout shall be handled in accordance with the following procedure.
    - a. The GTS is operated by the NJ OHSP and, as such, it is subject to various protections by Executive Order No. 5 (Corzine).
    - b. Subgrantee shall not disseminate reports generated from GTS to any third party absent OHSP approval, this includes media, press, OPRA requests and the like. In the event there is a request for any GTS printouts, Subgrantee shall refer the requesting party to OHSP. OHSP will make any and all appropriate disseminations of GTS reports.
    - c. Information that is not in GTS form, but was generated wholly by a Subgrantee may be disseminated at the discretion of the Subgrantee. In disseminating grant related information, Subgrantee should reasonably believe that the release of such information will not have any adverse impact on the health and/or safety of their citizenry or first responders.

D. As a condition of receiving FY14 SHSP/UASI funding, FEMA requires all State Administrative Agencies and their respective FY14 SHSP/UASI Subgrantees to report, on a semiannual basis, any equipment and/or training purchases along with the typed capability that the equipment and/or training supports (where such typing guidance exists). The following information is to be included in each semiannual report:

1. What equipment was purchased and what typed capability it supports.
2. The number of people training in a given capability to support a reported number of defined resource typed teams.

The above information, if applicable based on your awarded FY14 SHSP/UASI project funding, must be entered into FEMA's Excel-based Resource Typing Tool that will be provided to your agency. **The completed Resource Typing Tool must be submitted back to the OHSP Grant and Program Management Bureau semiannually on January 15<sup>th</sup> and July 15<sup>th</sup> of each year.** Resource typing is a key component of the National Incident Management System (NIMS). This effort helps all federal, state, tribal, and local jurisdictions locate, request, and track resources to assist neighboring jurisdictions when local capability is overwhelmed. The description and listing of NIMS typed resources can be found at: <http://www.fema.gov/resource-management>. Please note that if your agency puts together a "packaged" typed resource they should also enter that "packaged" typed resource into the State of New Jersey's Resource Directory Data Base (RDDB).

The Excel-based Resource Typing Tool used in reporting these assets has been electronically forwarded to your County Working Group Chair. They, or their designee, will need to populate and submit the Resource Typing Tool to OHSP.

- E. The Subgrantee shall promptly respond to requests by OHSP for programmatic budgetary, fiscal and other information or data related to the administration of this grant.
- F. The Subgrantee may be required to submit a final programmatic report at the conclusion of the grant as prescribed by OHSP.

#### **XVII. Access to Records.**

- A. The Subgrantee in accepting this grant agrees to make available to OHSP pertinent accounting records, books, documents and papers as may be necessary to monitor and audit the Subgrantee's operations.
- B. As a general rule for all visitations, inspections and audits, including visits and requests for documentation in discharge of OHSP's responsibilities, OHSP shall provide prior notice when reasonable and practical to do so. However, OHSP retains the right to make unannounced visits, inspections and audits as it deems necessary.
- C. OHSP reserves the right to seek and Subgrantee agrees to provide access to records of the Subgrantee associated with this grant.

- D. OHSP reserves the right to have access to all documentation produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants or licensed public accounts hired by the Subgrantee to perform such audits.

#### **XVIII. Record Retention.**

- A. Except as otherwise provided, financial and programmatic records, support documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless directed to extend the retention by OHSP.
1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues and appeals which arise from it, or until the end of the regular seven (7) year period, whichever is later, unless otherwise directed by OHSP.
  2. Records for non-expendable property acquired with OHSP funds shall be retained for seven (7) years after its final disposition, unless otherwise provided by OHSP.
  3. The general retention period for all records starts from the date of the final subject close out letter.
- B. OHSP may request transfer of certain records to its custody from the Subgrantee when it determines that the records possess long-term retention value and will make arrangements with the Subgrantee to retain any records that are continuously needed for joint use.

#### **XIX. Enforcement.**

If a Subgrantee materially fails to comply with the term of an award, whether stated in a state or federal statute/ regulation, an assurance, in a state plan or application, a notice of award or elsewhere, OHSP may take one or more of the following actions.

- A. Temporarily withhold reimbursements pending correction of the deficiency by the Subgrantee.
- B. Disallow all or part of the costs of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
- D. Withhold further awards for the program.
- E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the Grant Agreement.

#### **XX. Termination and Suspension.**

- A. The following definitions shall apply for the purposes of this section.

1. *Termination* of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
  2. *Suspension* of a grant is an action which temporarily ceases assistance under the grant pending corrective action by the Subgrantee or pending a decision to terminate the grant.
  3. *Disallowed costs* are those charges to the grant which OHSP or its representatives shall determine to be beyond the scope of the grant, excessive or otherwise unallowable.
- B. If the Subgrantee fails to comply with grant award stipulations, standards or conditions, OHSP may suspend the grant and withhold further reimbursements; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with paragraph C below. OHSP shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet state requirements.
- C. OHSP will provide the Subgrantee with thirty (30) days from written notice of default to cure the breach before terminating the grant. OHSP may terminate the grant, in whole or in part, whenever it is determined that the Subgrantee has failed to cure the breach and, therefore, does not comply with the conditions of the grant. OHSP shall promptly notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Reimbursements made to the Subgrantee or recoveries by OHSP under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
- D. The parties may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible.
- E. The grant close-out procedure in section XXI of the grant shall apply in all cases of termination.

#### **XXI. Grant Close Out Procedures.**

- A. The following definitions shall apply for the purpose of this section.
1. The *closeout* of a grant is the process by which OHSP determines that all applicable administrative actions and all required work of the grant have been completed by the Subgrantee.
  2. *Date of completion* refers to the date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
- B. OHSP may permit extensions when requested in writing by the Subgrantee.

- C. The Subgrantee will, together with the submission of the final report, refund to OHSP any unexpected funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by OHSP to be retained.
- D. In the event an audit has not been performed prior to the close out of the grant, OHSP retains the right to recover any disallowable costs identified in the final audit report.

The effective date of this Grant Agreement shall be \_\_\_\_\_, 2014, and it shall expire at midnight, August 31, 2016.

- September 1, 2015:** Midterm financial and programmatic review, at least fifty percent (50%) of the award shall be legally/contractually obligated.
- February 2, 2016:** All awarded funds shall be legally/contractually obligated.
- March 2, 2016:** OHSP will begin the process to reprogram unobligated award dollars.
- July 31, 2016:** Final reimbursement request packages shall be submitted. (Reimbursement requests shall be submitted quarterly during the performance period.)

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed as follows:

**FOR THE SUBGRANTEE:**

**GLOUCESTER COUNTY**

\_\_\_\_\_  
Robert M. Damminger, Director

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

**WITNESS:**

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

**FOR THE OFFICE OF HOMELAND  
SECURITY AND PREPAREDNESS:**

\_\_\_\_\_  
Chris Rodriguez  
Director

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

**WITNESS:**

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



## New Jersey Office of Homeland Security and Preparedness Non-Supplanting Certification

**Non-Supplanting Certification:** This certification which is a required component of the Grant Agreement, affirms that OHSP State Aid and/or Federal Homeland Security grants funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been appropriated for the same purpose.

**Certification Statement:**

I certify that any funds awarded under this Grant Agreement will be used to supplement existing funds for program activities, and will not replace (supplant) non-Federal Funds.

\_\_\_\_\_  
Robert M. Damming, Director

\_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_

## STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000 (d)); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
  - a) It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) It will comply with requirement of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Homeland Security Grant Program**

**GRANTEE:** New Jersey Office of Homeland Security  
and Preparedness  
**PROGRAM:** Homeland Security Grant Program  
**AGREEMENT NUMBER:** EMW-2014-SS-00099-S01

**TABLE OF CONTENTS**

Article I	Summary Description of Award
Article II	Assurances, Administrative Requirements and Cost Principles
Article III	Acknowledgment of Federal Funding from DHS
Article IV	Activities Conducted Abroad
Article V	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article VI	Copyright
Article VII	Debarment and Suspension
Article VIII	Drug-Free Workplace Regulations
Article IX	Duplication of Benefits
Article X	False Claims Act and Program Fraud Civil Remedies
Article XI	Federal Debt Status
Article XII	Fly America Act of 1974
Article XIII	Hotel and Motel Fire Safety Act of 1990
Article XIV	Lobbying Prohibitions
Article XV	Non-supplanting Requirement
Article XVI	Trafficking Victims Protection Act of 2000
Article XVII	USA Patriot Act of 2001
Article XVIII	Use of DHS Seal, Logo and Flags
Article XIX	DHS Specific Acknowledgements and Assurances
Article XX	Incorporation by Reference of Funding Opportunity Announcement

Article XXI	Acceptance of Post Award Changes
Article XXII	Age Discrimination Act of 1975
Article XXIII	Americans with Disabilities Act of 1990
Article XXIV	Title VI of the Civil Rights Act of 1964
Article XXV	Civil Rights Act of 1968
Article XXVI	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XXVII	SAFECOM
Article XXVIII	Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)
Article XXIX	Rehabilitation Act of 1973
Article XXX	Reporting Subawards and Executive Compensation

**Article I - Summary Description of Award**

The FY 2014 HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$8,354,000 and Urban Areas Security Initiative (UASI) funding in the amount of \$21,800,000. These programs provide an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters and other emergencies.

**Article II - Assurances, Administrative Requirements and Cost Principles**

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**Article III - Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article IV - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

#### **Article VI - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

#### **Article VII - Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

#### **Article VIII - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

#### **Article IX - Duplication of Benefits**

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

#### **Article X - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article XI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

#### **Article XII - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article XIII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

#### **Article XIV - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

#### **Article XV - Non-supplanting Requirement**

Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

#### **Article XVI - Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

#### **Article XVII - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

#### **Article XVIII - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XIX - DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article XX - Incorporation by Reference of Funding Opportunity Announcement**

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

#### **Article XXI - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

#### **Article XXII - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article XXIII - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

#### **Article XXIV - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article XXV - Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

#### **Article XXVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to

recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXVII - SAFECOM**

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXVIII - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article XXIX - Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article XXX - Reporting Subawards and Executive Compensation**

##### **A. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

##### **2. Where and when to report.**

a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. **What to report.** You must report the information about each obligating action in accordance with the submission instructions posted at <http://www.fsrs.gov> specify.

##### **B. Reporting Total Compensation of Recipient Executives.**

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received –

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

a. As part of your registration profile at <http://www.sam.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

a. in the subrecipient's preceding fiscal year, the subrecipient received-

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR § 25.320:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions, as defined in 2 CFR § 170.315.
3. Subaward, as defined in 2 CFR § 170.325:
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient, as defined in 2 CFR § 25.360, means an entity that:
- a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation, as defined in 2 CFR § 170.330 means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - e. Above-market earnings on deferred compensation which is not tax-qualified.
  - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**CERTIFICATION REGARDING LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 28 CFR Part 69, the State must include the language of the certification below in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The subrecipient certifies, to the best of its knowledge and belief, that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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 to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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Robert M. Damming, Director

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Signature

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Date

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Name and Address of Organization

Attachment D

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Robert M. Damminger, Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



## Conditions on CBRN/HazMat Grant Funding

The purpose of this special condition is to maintain standardized countywide Hazardous Material (HazMat) and CBRN (chemical, biological, radiological, nuclear) emergency response capability, capacity and competence. As a condition of utilizing any FY14 HSGP funding on CBRN/HazMat investment, the subgrantee agrees to follow the requirements identified below:

- 1) Each county shall enter into written agreements with recognized hazmat service providers, if applicable, to reflect adequate county CBRN capacity, competency, and coordination. These agreements must be updated as warranted.
- 2) Each county will review and revise the EOP as necessary to reflect any significant changes, as indicated in #1 above.
- 3) The governing body of each county must enter into a statewide mutual aid agreement provided by the State, which allows its HazMat service providers to respond to out-of-county incidents, subject to availability of resources.
- 4) Each county must operate under the National Incident Management System.
- 5) Must utilize funds to meet and then exceed the standards found in the 2007 (or its successor) N.J. Division of State Police guidance document "Hazmat Emergency Response Teams Standards for Operations and Training."
- 6) Adequately trained and equipped county personnel will respond to HazMat and CBRN emergencies and conduct investigations as requested by NJDEP in coordination with DHSS, and/or the N.J. Division of State Police. Such response activities may include responding to emergencies outside of the geographical jurisdiction of the teams at the request of NJDEP and/or N.J. Division of State Police. HazMat and emergency response activities will be conducted in accordance with the approved County EOP, with the NJDEP Technical Requirements for Site Remediation, N.J.A.C. 7:26E, applicable PEOSH requirements, and the above-referenced State Police guidance document.
- 7) All recipients agree to participate in regional CBRN exercises with the State Office of Emergency Management, and send a representative to attend any subsequent debriefing meeting(s).
- 8) Must agree to maintain all equipment purchased with these grant funds in accordance with specifications provided by the manufacturer



## Interoperability Projects

When procuring voice and data communications equipment, public safety agencies should acquire the types of equipment that support specific functional requirements for infrastructure, dispatch equipment, interoperability solutions, and subscriber units.

Project Types	Consideration Factors
<p><b>All Projects</b></p> <p><b>Must meet P25 standards</b></p>	<p><b>Phase 1.</b> (currently available) Interoperability systems interworking and backward compatibility with older Land Mobile Radio(LMR) systems</p> <p><b>Phase 2.</b> (when adopted nationally) Addresses the transition to 6.25 kHz channel bandwidth, and standards for console interface, as well as interface between repeaters and other subsystems</p> <p><b>Phase 3.</b> (when adopted nationally) Expected to address the operations and functionality of new aeronautical and terrestrial wireless digital public safety radio used to transmit voice and high-speed data in a multi-agency network</p>
<p><b>Subscriber Units</b></p>	<ul style="list-style-type: none"> <li>• Advanced features based on agency needs</li> <li>• high capacity rechargeable batteries</li> <li>• Recommended that all units be Intrinsicly safe</li> <li>• Mil Spec 810 C,D,E,F</li> <li>• Races units will be considered on an individual basis</li> </ul>
<p><b>Network-to-Network Gateways</b></p> <p><b>Console Interfaced Gateways</b></p>	<ul style="list-style-type: none"> <li>• Provide the best solution that consumes the least amount of spectrum necessary to meet user requirements</li> <li>• Use of spectrum conserving techniques such as multiple access technologies</li> <li>• Use of spectrum or channel sharing techniques</li> <li>• Use of wired communications where possible to carry the appropriate types of communications traffic</li> <li>• Use of compression, error correction, or other processing techniques that increase throughput</li> <li>• Consider solutions that have an open interface to enable the efficient transfer of voice, data, and video signals</li> </ul>
<p><b>Shared Networks</b></p> <p><b>Cross-Band/In-band Repeater Gateways</b></p>	<ul style="list-style-type: none"> <li>• Use of shared infrastructure elements to benefit multiple disciplines and multiple jurisdictions across a region, State, and/or Territory</li> <li>• Use cost-per-user measures to demonstrate cost effectiveness of the project</li> <li>• Apply a cost-benefit analysis to determine effectiveness and tangible benefits of chosen solution</li> <li>• Consider economic impact of other interoperability solution options</li> <li>• Consider long-term and recurring costs of proposed solution</li> <li>• Consider degree to which proposed solution will interoperate with systems and the extent to which the investment represents a shared system or system of system</li> </ul>

<p><b>Point-to-Point software solutions</b></p> <p><b>Internet Protocol (IP) based solutions</b></p>	<ul style="list-style-type: none"> <li>• Use of emerging technology to provide advanced interoperability solutions</li> <li>• Use of commercial services, where appropriate, to support interoperable communications</li> <li>• Use of IP-based technologies to interconnect with other systems</li> <li>• Use of common advanced encryption techniques to secure vital transmissions while maintaining interoperability</li> <li>• Use of standards-based technologies to provide voice and data services that meet wireless public safety service quality</li> <li>• Consider solutions that have an open interface to enable the efficient transfer of voice, data, and video signals</li> </ul>
<p><b>SAFECOM</b></p>	<p>Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.</p>



## OHSP Special Conditions for Funding Regarding Automated License Plate Readers

### *What are ALPRs?*

Automated License Plate Readers (ALPRs) involve the use of specialized cameras and software that recognize, capture, and record the images of license plates. ALPR technology then translates the characters into data which automatically queries files for wanted felons and persons of interest on the terrorist watch list.

### *Fact:*

State and local law enforcement agencies can utilize federal Homeland Security Grant Program funding administered by the OHSP to purchase and deploy ALPR technology:

- to primarily support and enhance law enforcement's homeland security prevention and detection mission areas
- to contribute data to a central repository enabling regional law enforcement information-sharing capabilities that support intelligence gathering, query, analysis, interoperability, and strategic planning.

### *Special Conditions Guiding the Request for and Approval of federal Homeland Security Grant Program Funding of ALPRs:*

- Federal Homeland Security Grant Program funding for ALPRs must be used to increase a law enforcement agency's capability to detect and deter a terrorist attack by equipping the requesting agency with mobile and fixed ALPR technology to be deployed in and around critical infrastructure and key resource locations.
- A clear written Vision and Concept of Operations (CONOPS) must be developed by the requesting agencies and submitted to OHSP to show how the agencies would deploy and utilize the equipment. Proposed ALPR initiatives will not be reviewed by OHSP for Federal Homeland Security Grant Program funding consideration until this documentation is provided to OHSP. This operational procedure should cover allowable as well as prohibited uses for the ALPR devices and the procedures should map to the stated CONOPS. The OHSP will not reimburse local units of government (local law enforcement) or authorize state law enforcement agencies to expend their federal Homeland Security Grant Program funding until the written Vision and CONOPS has been reviewed and approved by OHSP.

- A clear and explicit “Adherence-to-DataSharing-Standards” (ADS) clause will be required to be signed by the requesting law enforcement agency. A vendor’s Statement of Work/Specifications (SOW/S) will be required to be submitted by the requesting law enforcement agency to the OHSP. The OHSP will review the SOW/S to ensure that the selected vendor is in compliance with the ADS. The OHSP will not reimburse local units of government (local law enforcement) or authorize state law enforcement agencies to expend their federal Homeland Security Grant Program funding unless the ADS clause is fully adhered to by the selected ALPR vendor. See additional information below concerning ADS.
- The requesting law enforcement agency will be required to establish an ALPR Working Group comprised of State, regional, county and local representatives from the law enforcement, intelligence, information technology, technical, and communications disciplines to develop a risk-based strategy for the deployment of the ALPR in the requesting agency’s jurisdiction.

*Other Considerations for applying Federal Homeland Security Grant Program Funding of ALRPs:*

- The OHSP, in consultation with the New Jersey Division of State Police - Information Technology Bureau, is adopting an open-interface, ALPR Adherence-to-DataSharing-Standard. This means that the selected ALPR vendor must embrace the ability to horizontally (municipality-to-municipality) or vertically (municipality-county-state) share the results of License Plate queries and results. The intent is to ensure that the selected vendor does not restrict or stipulate that the information cannot be shared between and among law enforcement agencies. This will be done in a manner consistent with both Law Enforcement principles and industry Best Practices.
- The requesting law enforcement agency’s ALPR initiative must be capable of being interfaced with other law enforcement agencies within their respective Homeland Security Region (UASI, Northwest, Delaware River, Shore). This condition is being applied to support and facilitate the build out of regional information sharing capabilities. Ultimately as ALPR technology is expanded and deployed throughout the State of New Jersey, it is envisioned that compliance with the ADS coupled with regional ALPR information sharing capability that the New Jersey Regional Operations Intelligence Center (ROIC) can use visualization and analytical technologies to produce Intelligence products.
- CONOPS should address mobile ALPR deployed to areas that pose a potential terrorism threat and/or in areas of Critical Infrastructure/Key Resources (CI/KR) and fixed ALPR positioned at tiered CI/KR.

## CERTIFICATION STATEMENT

I certify that I have read the above ALPR special conditions and will fully comply with the concept of operations and Adherence-to-DataSharing Standards (ADS).

---

Robert M. Damminger, Director

---

Signature

---

Date



## Specialized Vehicles

The following represents the OHSP Grant and Program Management Bureau's (GPMB) current working definition of a "specialized vehicle" that may be approved utilizing local or state share Homeland Security Grant Program funding. The definition is not envisioned to address every single possible example but it does provide for a standard that the GPMB uses when reviewing vehicle requests from the locals and state agencies who receive federal DHS grant funding from OHSP.

Specialized vehicles considered as an allowable cost to be funded with Homeland Security Grant Program funds include but is not limited to:

- CBRNE tactical armored assault vehicles
- Light, medium and heavy duty customized USAR response vehicles such as those purchase by DSP/UASI for the 10 local and NYNJ Port Authority Metro Urban Search & Rescue Team fire departments
- Canine response vehicles set up with "hot dog cooling systems" participating in the New Jersey Detect and Render Safe Task Force (the new vehicle must be replacing one that is going out of service for such use unless it is a new start up response team joining the NJDRSTF)
- Explosive detection/bomb response vehicles participating in the New Jersey Detect and Render Safe Task Force (the new vehicle must be replacing one that is going out of service for such use unless it is a new start up response team joining the NJDRSTF)
- Specialized medical response and mass care vehicles such as mobile ERs, medical ambulance buses, medical ambulance rail cars, and mass fatality response vehicles
- HazMat response vehicles assigned to operational/technician level trained members of a designated state, county or municipal HazMat team that is outfitted with the necessary equipment and supplies to be fully functional at a hazardous materials event. The new HazMat response vehicle must be replacing one that is going out of service for such use. Consideration of prior year funding approved for HazMat vehicles will also be taken into account when reviewing requests for HazMat vehicles. A vehicle log will be maintained and readily available for OHSP audit purposes for any Homeland Security Grant Program funded HazMat vehicle that documents HazMat responses per year
- Prime movers to serve as tow vehicles for SHSP/UASI funded evacuation, mass care and/or medical surge supply trailers. Requests for prime movers will be evaluated on a case-by-case basis. The intent is not to fund small pickup trucks but rather large hauling capacity prime movers that meet the spirit and intent as is defined in the Authorized Equipment List: 12TR-00-MOVR, Prime, for Equipment/Water Trailers (*Description:* A vehicle used to tow equipment trailers, such as a semi-trailer tractor).
- Each County Working Group or UASI Executive Committee must endorse and approve the use of the requested funding for the local share funded specialized vehicle
- Any new specialized vehicle funded with federal SHSP/UASI funding should be clearly marked (decals) to the extent possible.

General purpose, general transport and commuting vehicles are not considered specialized vehicles and as such, are not authorized to be funded with Homeland Security Grant Program funding. Any vehicle funded, in part or in

whole, with federal homeland security funds shall utilize OHSP's Federal Grant Vehicle Operation Log to record all vehicle usage. The form is located on OHSP's website under "General Grant Info".







## Information Technology Projects

When procuring hardware, software, or services for building or enhancing Information Technology (IT) systems, public safety agencies should ensure that these systems support certain designs, operating principles, and functional requirements that provide for the sharing of information and intelligence across jurisdictions.

Project Types	Consideration Factors
<p><b>RMS systems -or- Hybrid CAD/RMS systems to NJDEX</b></p>	<p><b>Phase 1.</b> (currently available) Systems should be able to share Incident and Person information from arrests, field reports, and accidents with the State's information sharing system, NJ-DEX (New Jersey Data Exchange). The specific formats and contents of this data are described in the NJDEX IEPD (Information Sharing Package Documentation) which is maintained and made available by NJSP and OHSP. This information is shared initially as a bulk load of several years' prior RMS records, then a periodic (e.g. hourly or daily) upload of newly submitted and approved RMS records.</p> <p><b>Phase 2.</b> (Currently available) A specification has been developed which describes an on-line (via Garden State Network) data transmission capability between regional/county information sharing systems within the State. NJDEX supports messaging between the publishing agency nodes and the New Jersey State Enterprise Service Bus using IBM WebSphere MQ.</p>
<p><b>Intelligence Management (e.g. 28CFR23-compliant) Systems</b></p>	<p>A specification has been created in compliance with 28 CFR Part 23 for the sharing (federated, cross-system searching) of Criminal Intelligence across NJ via the New Jersey Intelligence System (NJIS). The document specifies the following elements of this interface: Format, Permissions, Transport, Search Parameters, Results, and any Exception/Error Messages.</p>
<p><b>NJ-DEX to N-DEX</b></p>	<p><b>Phase 1.</b> (Currently available) Systems should be able to share Incident and Person information from arrests, field reports, and accidents with the State's information sharing system, NJ-DEX (New Jersey Data Exchange) to the National Data Exchange (N-DEX). The specific formats and contents of this data are described in the LEXS 3.1 (Information Sharing Package Documentation) which is maintained and made available by the Federal Bureau of Investigation (FBI) Criminal Justice Information System (CJIS) division. This information is shared initially as a bulk load of several years' prior NJDEX records, then a periodic (e.g. hourly or daily) upload of newly submitted and approved NJDEX records.</p> <p><b>Phase 2.</b> (Currently available) A specification has been developed which describes an on-line, bi-directional search capability between regional/county information sharing systems within the State and the FBI. This is published as a Web Service submission to the State's law enforcement agencies using the existing CJIS Wide Area Network</p>

**Department of Law and Public Safety**  
**Office of the Attorney General**



**Protocol for Processing and Issuing ID Cards**

**June 6, 2011**

## Table of Contents

1	PURPOSE .....	1
2	POLICY .....	2
3	DEFINITIONS.....	3
4	ID CARD REQUEST PROCEDURES – CURRENT QUALIFIED EMPLOYEES.....	5
5	ID CARD REQUEST PROCEDURES – NEW QUALIFIED EMPLOYEES & VOLUNTEERS .....	7
6	GENERAL PROCEDURES.....	8
	ADDENDUM 1 – LIST OF ACCEPTABLE DOCUMENTS	
	ADDENDUM 2 – IDENTIFICATION APPLICATION FORM	

## **1 PURPOSE**

The purpose of this Protocol is to set forth the procedures by which State, County and Local government agencies shall process and issue ID Credentialing Cards that comply with the Report on the State of New Jersey Credentialing Standard and Requirements as amended and updated by the Attorney General, effective June 6, 2011

## **2 POLICY**

All agency identification cards shall be issued in a manner that supports the guidelines as set forth by the U.S. Federal Information Processing Standards for Personal Identity Verification (FIPS), and adopted or modified by the New Jersey Office of the Attorney General and the New Jersey Office of Homeland Security & Preparedness.

All agency identification cards shall be issued only by a designated Card Issuer and shall be valid for a period of no more than five years from the date of issuance.

### 3 DEFINITIONS

- A. **Agency:** A State, county, or local government agency.
- B. **Card Issuer:** The individual who performs data entry and physical production of an ID Card upon approval from the Sponsor and Registrar. The Card Issuer also is responsible for maintaining the required records associated with the applicant. The individual serving in the role of Card Issuer cannot also serve in the roles of Registrar or Sponsor.
- C. **County and Local First Responder Credentialing Standard Card:** The ID Card issued to a Qualified Employee of a county or local Police, Fire, Hazard, EMS, Health, Office of Emergency Management, or Public Works agency.
- D. **ID Card:** The State Standard Credentialing Card or the County and Local First Responder Credentialing Standard Card as set forth in the Report on the State of New Jersey Credentialing Standard and Requirements as amended June 6, 2011.
- E. **ID Card Coordinator:** The individual who serves as the primary contact for ID Card Coordination. This individual may assume more than one role within the processing and issuing of ID Cards.
- F. **Qualified Employee:** An individual designated by his or her employing agency as a First Responder, other emergency management/response personnel, or as an Essential Employee as defined within his or her personnel file or in the participating agency's continuity of operations / continuity of government plan.
- G. **Qualified Volunteer:** An individual belonging to an entity organized under and authorized by statute to provide volunteer services that may be needed within a jurisdiction to provide emergency management/ response services or an individual authorized by an agency to provide volunteer emergency management/ response services when activated by the agency, including an emergency management volunteer, N.J.S.A. App. A:9-33 et seq.
- H. **Registrar:** The individual who, immediately prior to issuance of an ID Card, verifies the Qualified Employee's original required personal identification documents and certifications (if applicable). This individual provides the final approval to issue the ID Card. The individual serving in the role of Registrar cannot also serve in the role of Sponsor or Issuer.
- I. **Required Personal Identification:** Minimally, presentation of two forms of personal identification is required in order to be issued an Identification Card. However, current agency employees may utilize their original facility photo ID and a driver's license. Individuals intended to be hired as Qualified Employees and individuals intended to be newly designated as Qualified Volunteers are

required to meet the standards for identification verification as indicated in Federal Form I-9, Employee Eligibility Verification.

1. Primary identification must be in the form of a U.S. federal or state government-issued photo-ID such as a photo driver's license, passport, or non-driver's photo-ID card.
2. Secondary identification may be an original Agency Photo ID card or any other document that confirms personal identity.

For acceptable documents, please reference Federal Form I-9, Employee Eligibility Verification, attached as Addendum 1 of this Protocol.

- J. **Sponsor:** The individual who approves and initiates the ID Card request process on behalf of the Qualified Employee or Qualified Volunteer. The role of Sponsor will typically be held by the Supervisor, or Manager of the Qualified Employee or Qualified Volunteer. For individuals who are to be hired as Qualified Employees or to be newly authorized as a Qualified Volunteer, a Human Resources representative may serve as the Sponsor. The individual serving in the role of Sponsor cannot also serve in the role of Registrar or Issuer.
- K. **State Standard Credentialing Card:** The ID Card issued to a State, county or local agency Qualified Employee or Qualified Volunteer except that a Qualified Employee of a county or local Police, Fire, Hazmat, Rescue, EMS, Health, Office of Emergency Management or Public Works agency shall be issued the County and Local First Responder Credentialing Standard Card.

## 4 ID CARD REQUEST PROCEDURES – CURRENT EMPLOYEES

- A. An agency seeking to issue a new or replacement ID Card to a Qualified Employee shall have the employee obtain an Identification Card Application Form from his or her supervisor. The Form is attached as Addendum 2 to this Protocol
- B. No Qualified Employee designated to receive an ID Card may also serve in the role of Supervisor, Registrar, or Issuer
- C. The Qualified Employee and the Sponsor of the Qualified Employee together shall complete the Identification Card Application Form. and present the completed application, along with
- D. Upon completion of the Identification Card Application Form, the Qualified Employee shall present two acceptable forms of personal identification, as defined above, to the Sponsor.
- E. The Sponsor shall then take the following actions:
  - 1. Review the Identification Card Application Form for validity, completeness and accuracy.
  - 2. For a State agency Qualified Employee who has “essential employee” status, appropriately note this status on the Identification Card Application Form.
  - 3. If the State, County or Local Employee is a First Responder, it must be appropriately noted on the Identification Card Application Form. The corresponding Certification and Medical checklists must be completed.
  - 4. Review the Qualified Employee’s personal identification documents to ensure compliance with the above definition of Required Personal Identification.
  - 5. Provide signature approval as Sponsor on the Identification Card Application Form.
  - 6. Schedule an appointment, in conjunction with Qualified Employee with the ID Card Coordinator to obtain the date, time, and location the ID is to be issued.
- F. Following Sponsor review and approval, the Qualified Employee shall take the following actions at the date and time designated by the ID Card Coordinator:

1. Provide the approved Identification Card Application Form, two acceptable forms of personal identification and any certification documents (if applicable), to the Registrar for review and validation at the scheduled appointment time.

The Registrar shall record the identity source document information on page 2 of the ID Card Application Form, sign the ID Card Application Form and keep the information on file.

The Registrar will copy the certification documents, if applicable, and keep the information on file.

The Registrar will conduct any additional background checks required by vetting level and keep the information on file.

2. Surrender the old ID Card, if applicable. (Does not apply to new hires).
3. Be photographed by, and provide an electronic signature to, the Card Issuer during the ID Card issue process. The Card Issuer shall then produce and issue the requested ID Card.
4. Sign the Identification Card Application Form upon receipt of the ID card.

G. The Card Issuer, upon receipt of the signed Identification Card Application Form from the Qualified Employee will take the following actions:

1. Sign the Application Form.
2. Store the Identification Card Application Form and all associated documentation either electronically on a secure server or, if scanning is not available, lock the documents in a secure area with access restricted to the Card Issuer.

## **5 ID CARD REQUEST PROCEDURES – NEW QUALIFIED EMPLOYEES AND VOLUNTEERS**

- A. In the case of a newly hired agency employee who is to be designated as Qualified Employee, the agency shall follow all procedures outlined in Section 4 with a Human Resources representative, rather than a Supervisor, serving as Sponsor.
  
- B. An individual designated by an agency as a Qualified Volunteer may only receive a State Standard Credentialing ID Card. The ID Card shall be issued to the Qualified Volunteer in accordance with the procedures in Section 4. A Human Resources Representative or an agency employee designated as the Supervisor of the Qualified Volunteer may serve as Supervisor to initiate the ID Card application process.

## 6 GENERAL PROCEDURES

**A. Lost/Stolen ID Cards:** ID Cards contain embedded sensitive personal data; therefore any Agency ID Card that is lost or stolen must be reported immediately.

1. The affected Qualified Employee or Qualified Volunteer to whom the ID Card has been issued shall notify his/her Supervisor immediately if an ID Card is lost or stolen.
2. A report must be filed with the appropriate law enforcement agency for any ID Card believed to have been stolen.
3. The Supervisor shall notify the ID Card Coordinator of any lost or stolen ID Cards within one business day.
4. The ID Card Coordinator shall notify the Card Issuer immediately who shall deactivate the card within the database and notate the reason for the deactivation.
5. Replacement ID Cards shall be issued following the same procedures outlined in Section 4 and appropriately noted in the ID management system.
6. No temporary ID Card will be issued between the time the ID Card is reported as lost or stolen and the completion of the replacement ID Card process set forth above.

**B. Changes in Personal Data:** A Qualified Employee or Qualified Volunteer whose personal information (name, driver's license number, certifications etc.) changes during the time for which his/her ID Card is valid, is responsible to advise the ID Card Coordinator of such changes in a timely manner. If required, an updated ID Card shall be issued in accordance with the procedures outlined in Section 4 of this Protocol.

The old card shall be collected, archived and destroyed. The old card will also be disabled within the database.

**C. ID Card Renewal:** Any Qualified Employee or Qualified Volunteer whose personnel information (or appearance) has not changed and remains in good standing shall be allowed to apply for a card renewal starting six weeks prior to the expiration of a valid ID Card held by the employee or volunteer and until the actual expiration date of the Card.

1. The appropriate background check based on vetting level will be conducted.

2. The Card Issuer shall verify the Cardholder's identity against the biometric information stored in the expiring Card.
  3. The Qualified Employee or Qualified Volunteer shall electronically sign the Card.
  4. The expired ID Card shall be collected, archived, destroyed disabled within the database.
- D. Safeguarding of Personal Information:** All sensitive personal data shall remain confidential throughout the ID Card request and issuance process.
1. No personal data shall be made available to anyone other than the requesting Applicant, Sponsor, Registrar, and Issuer.
  2. All data collected to produce ID Cards shall be entered into a secure database and/or scanned, encrypted and stored electronically on secure servers. Paper copies of the Identification Card Application Form and the Qualified Employee's or Qualified Volunteer's required personal identification documents shall be destroyed following encrypted electronic storage. If encrypted electronic storage is not available, then the paper documents will be locked in a secure area with access restricted.
- E. Cessation of Employment/Loss of Qualified Status:** The ID Card shall, at the conclusion of a Qualified Employee's employment or upon the loss of an employee's status as Qualified, shall be surrendered to the employee's Supervisor.
1. If the employee is terminating employment, the Supervisor of the separating employee shall return the employee's ID Card to a Human Resources representative. The Human Resources representative shall forward the ID Card to the ID Card Coordinator. The ID Card Coordinator will forward the card to the Card Issuer who shall either scan the card for encrypted electronic storage, if available, or photocopy the Card for storage and subsequently destroy the Card and disable it within the database.
  2. If the employee is no longer qualified, the Supervisor shall forward the ID Card to the ID Card Coordinator who will forward the Card to the Card Issuer. The Card Issuer shall either scan the Card for encrypted electronic storage, if available, or photocopy the Card for storage and subsequently destroy the Card and disable it within the database.
- F. Cessation of Volunteer Status:**
3. An individual who ceases to be a Qualified Volunteer shall surrender his or her ID Card to an agency Human Resources Representative or to the agency employee who serves as Supervisor of the Qualified Volunteer.

The Human Resources Representative or the Supervisor, as the case may be, shall deliver the Card to the ID Card Coordinator who shall forward it to the Card Issuer. The Card Issuer shall either scan the Card for encrypted electronic storage, if available, or photocopy the Card for storage and subsequently destroy the Card and disable it within the database.

**LISTS OF ACCEPTABLE DOCUMENTS**

All documents must be unexpired

**LIST A**

Documents that Establish Both Identity and Employment Authorization

**LIST B**

Documents that Establish Identity

**LIST C**

Documents that Establish Employment Authorization

LIST A	OR	LIST B	AND	LIST C
Documents that Establish Both Identity and Employment Authorization		Documents that Establish Identity		Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of Birth Abroad Issued by the Department of State (Form FS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Certification of Report of Birth Issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		5. U.S. Military card or draft record		5. Native American tribal document
		6. Military dependent's ID card		
		7. U.S. Coast Guard Merchant Mariner Card		6. U.S. Citizen ID Card (Form I-197)
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		For persons under age 18 who are unable to present a document listed above:		7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		10. School record or report card		8. Employment authorization document issued by the Department of Homeland Security
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)



State of New Jersey  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
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CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

PAULA T. DOW  
Attorney General

HOWARD J. MCCOACH  
Administrator

June 14, 2011

Colonel Joseph R. Fuentes, Superintendent  
New Jersey Division of State Police  
State Director of Emergency Management  
River Road, P.O. Box 7068  
West Trenton, NJ 08625-0068

Charles McKenna, Director  
Office of Homeland Security and Preparedness  
P.O. Box 081  
Hamilton, NJ 08625-0091

RE: Amendment of the New Jersey State Credentialing Standards and Requirements

Dear Colonel Fuentes and Director McKenna:

Enclosed you will find a report on the State of New Jersey Credentialing Standard and Requirements which establishes the standards for the State Standard Credentialing Card. This card is to be used by all State agencies. Consistent with your previous concurrences, I have also amended the State standards set forth in the report to allow for a County and Local First Responder Credentialing Standard Card, (see Attachment A). This card can be used by county and local jurisdictions, subject to the following criteria being observed as a condition for federal funding of county and local credentialing programs:

- a. The County and Local First Responder Credentialing Standard Card may only be issued to Police, Fire, Hazmat, Rescue, EMS, Health, Office of Emergency Management and Public Works personnel;
- b. Credentialing of all other county and local personnel will be issued in accordance with the State standardized credential;
- c. Issuance of the State Standard Credentialing Card and the County and Local First Responder Credentialing Standard Card will fall under the authority of the county and/or local OEM offices. These cards are to be used in accordance with the enclosed State protocol for processing and issuing ID Credentialing Cards and the State ID Card Application Form; and

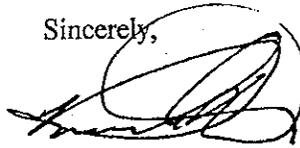
Attachment K

June 14, 2011

- d. County and local offices of emergency management will also promote statewide interoperability among county databases.

The Office of Homeland Security and Preparedness may distribute this letter as it deems necessary to county and municipal subgrantees who are recipients of federal funding for credentialing programs so that all local credentialing programs may move forward.

Sincerely,



Paula T. Dow  
Attorney General

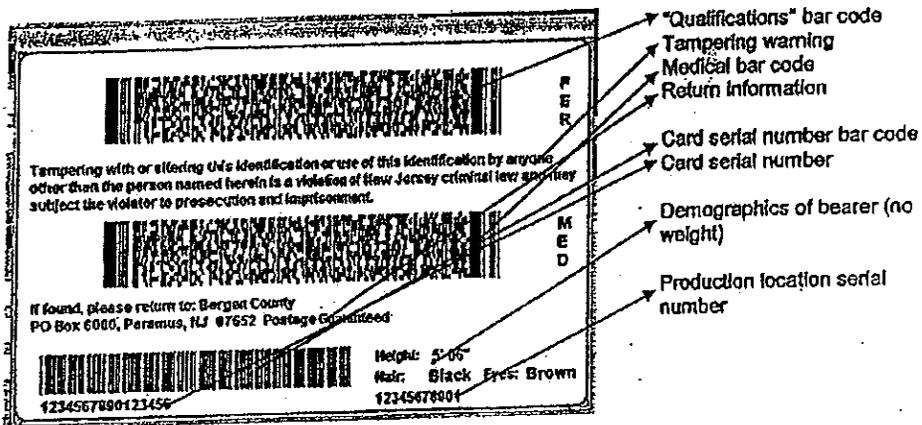
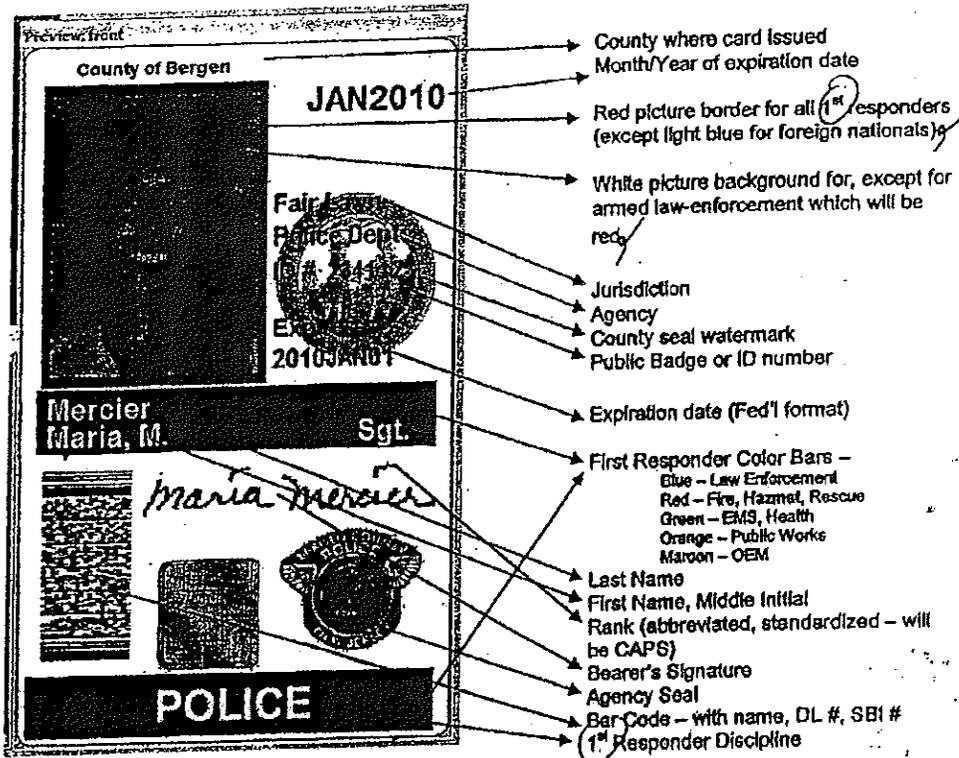
PTD/FSC:

Enclosures

- c Howard J. McCoach, Administrator  
Maria Lapolla, Director, OAG IT  
Frank S. Croce, DAG  
Gregory Spellmeyer, DAG

Attachment K

ATTACHMENT A



Attachment K



## ***OHSP Special Conditions for HSGP-funded Exercise Salary Reimbursement***

1. A subgrantee/exercising agency seeking to conduct an exercise must receive approval from the County Working Group, UASI Executive Committee, host state agency or OHSP.
2. The subgrantee/exercising agency must identify the grant program that will support the cost of conducting the exercise. The subgrantee must calculate the level of funding required (cost estimates for all aspects of the exercise i.e. planning, OT, backfill, consumables, materials, etc.).
3. The subgrantee/exercising agency must complete and submit the appropriate spending plan template and annex with specific budgetary detail.
4. The subgrantee/exercising agency must receive an OHSP grant program award letter.
5. The subgrantee/exercising agency must complete required GTS entries using correct acquisition category. The GTS entries shall mirror the approved spending plan and template.
6. The subgrantee/exercising agency must contact the OHSP Exercise Program Coordinator [LaurenPaglione@ohsp.state.nj.us](mailto:LaurenPaglione@ohsp.state.nj.us) or 609-588-2210 and complete any METIS (Master Exercise Tracking Information System) requirements prior to conducting the exercise.
7. The subgrantee/exercising agency must conduct the exercise in accordance with HSEEP guidelines (OHSP Exercise Program HSEEP Checklist shall be completed).

8. For salary reimbursement purposes, the subgrantee/exercising agency must maintain a single exercise sign in sheet that contains the following data:
  - a. Name of exercise
  - b. Date conducted
  - c. Location of exercise
  - d. Participant's name (printed and signature)
  - e. Agency of which participant is an employee
  - f. Participant's role
  - g. Participant's time in and time out
  
9. The subgrantee/exercising agency seeking salary reimbursement must submit a complete reimbursement packet. The packet shall include the following:
  - a. A completed Request for Reimbursement Form signed by Business Administrator, CFO or Treasurer.
  - b. The subgrantee's/exercising agency's Proof of Payment to participant's/backfill for OT hours worked.
  - c. The subgrantee's/exercising agency's list of participants/backfill members with their individual hourly rate, OT rate and cumulative total dollars for which the entity is seeking reimbursement.

**NOTE:**

Reimbursement will only be for OT for the individual who participated in the event or for the individual who did the backfill OT to cover the participants shift, in no circumstance will reimbursement be made for both an OT and back fill OT for an entity.

- d. A copy of the subgrantee's/exercising agency's daily work schedule for days the exercise was conducted, and a copy of the daily manning report (if applicable).
  
10. The reimbursing agency must have a copy of the Exercise Design, all documents required in section #7, 8 and 9 above and a copy of the After Action Report. The Exercise Design and After Action Report may be uploaded into METIS using the "Attach File" function.

# County Cyber Grant Fund Project

Version 3 - 5.7.2014

## **Project:**

Purchase an Intrusion Detection and Prevention System (IDS/IPS) appliance that integrates with the existing county network.

## **Justification:**

With the rapid emergence of internal threats, and those that easily bypass traditional perimeter security defenses, the counties must think about security beyond the perimeter. To assist the counties with a layered security deployment strategy, grant funding has been made available for the purchase and integration of an IDS/IPS appliance to be placed into the county network. The placement of the appliance is at the discretion of the County IT Director.

## **Expectations of the County:**

The IDS/IPS appliance must be integrated into the county network. Mitigation and remediation of identified cyber threats are the responsibility of the county.

## **Reporting**

To ensure statewide cyber situational awareness, identified cyber threats meeting severity level 2/3/4/5 must be reported to the NJ Office of Homeland Security & Preparedness (NJ OHSP)'s CT Watch where it will be entered as a cyber Suspicious Activity Report (SAR). Distribution of the cyber incident SAR will be to the cyber incident notification group managed by NJ OHSP and NJ Office Information Technology (NJ OIT). This condition is being applied to support and facilitate the build out of a statewide cyber security information sharing capabilities.

If applicable, the NJ Cyber Fusion Cell will notify the Multi-State Information Sharing and Analysis Center (MS-ISAC) of the incident. MS-ISAC will coordinate with the Federal government and provide assistance with remediation strategies if requested by the State of New Jersey.

## **Severity Level 2:**

This severity level indicates a change in normal activity with minor level impact; a vulnerability is being exploited with minor impact; infected by malware with the potential to spread quickly; compromise of non-critical system(s) that did not result in loss of sensitive data; a distributed denial of service attack with minor impact.

## **Severity Level 3:**

This severity level indicates a significant risk due to an exploit for a vulnerability that has a moderate level of damage or disruption; compromise of secure or critical system(s); compromise of system(s) containing sensitive information or non-information; more than one entity (agency) affected in the network with a moderate level of impact; infected by malware that is spreading quickly throughout the Internet with moderate impact; a distributed denial of service attack with moderate impact.

## **Severity Level 4:**

This severity level indicates a high risk of malicious activity impacting core infrastructure; a vulnerability is being exploited and there has been major impact; data exposed with major impact; multiple system compromises or compromises of critical infrastructure; attackers have gained administrative privileges on compromised systems; multiple damaging or disruptive malware

Attachment M

# County Cyber Grant Fund Project

Version 3 - 5.7.2014

infections; mission critical application failures but no imminent impact on the health, safety or economic security of the State; a distributed denial of service attack with major impact.

## **Severity Level 5:**

This severity level indicates a severe risk due to malicious activity resulting in widespread outages and/or complete network failures; data exposure with severe impact; significantly destructive compromises to systems, or disruptive activity with no known remedy; mission-critical application failures with imminent impact on the health, safety or economic security of the State; compromise or loss of administrative controls of critical systems; loss of critical supervisory control and data acquisition (SCADA) systems.

## **Managed/Monitored Services**

With an endless emergence of new threats and county resources under constant pressure, it can be difficult to balance all of the strategic and operational tasks required for an effective information security program. Network Intrusion Detection and Prevention (IDS/IPS) appliances can provide a highly effective layer of security designed to protect critical assets from cyber threats. Organizations can detect attempts by attackers to compromise systems, applications and data by deploying network IDS; however, keeping the devices tuned and up-to-date so they are effective is a challenge for many organizations.

Managing/monitored IDS and IPS devices requires a specialized skill set, because the devices are only effective if they are well tuned to the current threats and the network in which they are deployed. IDS devices can generate thousands of alerts each day and are very prone to false positives, making it difficult to identify true threats and take timely action to protect assets. Acquiring a managed/monitored service can help alleviate this burden and enable more effective operation of your Intrusion Detection and Prevention technologies.



OHSP Grant and Program Management Bureau

Extension Request Form



**GUIDELINES**

A request to extend the obligation deadline, and/or period of performance (PoP) deadline, and/or the final reimbursement submission deadline (for executive branch state departments this deadline refers to the actual expended date as reflected in NJCFS) may be submitted to the OHSP Grant and Program Management Bureau. Such requests must be supported by adequate justification in order to be reviewed. The justification request must include a written explanation, on a project-by-project basis, the reasons for the delay in meeting the applicable deadline. The justification request must demonstrate there was a clear, compelling, extraordinary, or extreme circumstance that significantly impaired the subgrantee's ability to meet already prescribed deadlines.

**PROCESS**

Subgrantees must complete the "OHSP Grant and Program Management Bureau Extension Request Form." The extension request will require a cover letter authored by responsible parties as follows:

- requests from any county shall be submitted to OHSP via a joint letter from the CWG chair and county purchasing agent
- requests from any municipality shall be submitted to OHSP via a letter from their business administrator
- requests from any state agency shall be submitted to OHSP via a letter from their Chief Administrative Officer
- requests from any Non-Governmental Organization shall be submitted to OHSP via a letter from their Chief Financial Officer or Chief Operating Officer

TYPE OF EXTENSION: Obligation Period \_\_\_\_ PoP \_\_\_\_ Final Reimb \_\_\_\_

Date:  Extension Request# (for this project):

Grant:  Fiscal Year:

Sub-Grantee Name:

Attachment N

Project Title (an Extension Request Form must be completed for each project):

Total Dollar Amount of Project:

Total Dollars Requiring Extension:

Project Manager Details:

Name:

Phone Number:

Email:

Requested New Obligation Date:

Requested New PoP Date:

Requested New Final Reimb Submission Date:

1. Include all supporting documents to include current GTS print out, purchasing documentation, etc.

Add additional pages for each of the following two sections as required:

2. Provide a justification for the requested project extension

Attachment N

3. Plan for project completion

\_\_\_\_\_  
Print Name, Title and Agency:

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

\_\_\_\_\_  
Authorized Signature (see guidelines)

*To be completed by OHSP:*

Approved

Denied

Liaison Signature:

Date:

Deputy Bureau Chief Signature:

Date:

Bureau Chief Signature:

Date:

Attachment N

C-1

**RESOLUTION AUTHORIZING EXECUTION OF APPLICATION DOCUMENTS NECESSARY FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMOUNT OF \$45,948.36**

**WHEREAS**, the Rural Housing Service, an agency of the U.S. Department of Agriculture (USDA) has published a Notice of Funds Availability for the Section 533 Housing Preservation Grant Program for FY 2014; and

**WHEREAS**, by Resolution adopted on August 6, 2014, the County authorized the adoption of the Resolution for the Pre-Application for the above purposes as well as the execution of any and all documents in connection with the filing of a grant application with the US Department of Agriculture requesting grant funds for the Housing Preservation Grant in the amount of \$45,948.36; and

**WHEREAS**, the USDA through its Notice of Pre-Application Review Action has set forth the grant amount as \$45,948.36 and a formal application must be submitted to reflect the grant amount of \$45,948.36.

**WHEREAS**, the County's Department of Public Works, Planning Division has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Department of Public Works, Planning Division must submit the formal grant application to the U.S. Department of Agriculture for review, and should said agency approve the application, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the USDA for the administration of grant program.

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

1. The Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to any and all documents including the Letter of Obligation from USDA in connection with the filing of the formal grant application and acceptance of grant funds with the U.S. Department of Agriculture requesting grant funds for the Housing Preservation Grant Program in the amount of \$45,948.36; and
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 15, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

CJ

**RESOLUTION TO EXECUTE HUD FORMS FOR THE GLOUCESTER COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME  
INVESTMENT PARTNERSHIP (HOME) PROGRAMS FOR FY2014**

**WHEREAS**, the County of Gloucester through the Department of Public Works, Planning Division oversees the implementation of certain programs to benefit the County of Gloucester, such as the CDBG and HOME Entitlement Programs and activities; and

**WHEREAS**, in accordance with the regulations and requirements of the U.S. Department of Housing and Urban Development, certain procedures must be adhered to and specific forms executed to certify the approval of the Gloucester County Year 5 Action Plan of the Five Year Consolidated Plan submission for Fiscal Year 2014; and

**WHEREAS**, HUD Form 7082 and HUD Form 40093 must be submitted by responsible entities and recipients when certifying the approval of the Gloucester County Action Plan submission for Fiscal Year 2014; and

**WHEREAS**, HUD Form 7082 entitled CDBG Funding Approval/Agreement acceptance and approval of funds (inclusive of Washington Township's Entitlement) from the US Department of Housing and Urban Development in the amount of \$1,201,146.00; and

**WHEREAS**, HUD Form 40093 entitled Home Investment Partnership Program Funding Approval/Agreement acceptance and approval of funds from the US Department of Housing and Urban Development in the amount of \$474,554.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director shall execute and the Clerk of the Board attest to the necessary documentation (inclusive of Washington Township's Entitlement), relative to the FY2014 CDBG Program Annual Action Plan and HUD Form 40093 entitled Home Investment Partnership Funding Approval/Agreement.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

# Funding Approval/Agreement

U.S. Department of Housing and Urban Development

C2

Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

Office of Community Planning and Development  
 Community Development Block Grant Program

OMB Approval No.  
 2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) Gloucester County		3a. Grantee's 9-digit Tax ID Number: 216000660	3b. Grantee's DUNS Number: 957362247	4. Date use of funds may begin (mm/dd/yyyy): 09/1/14
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Post Office Box - 337-One North Broad Street Woodbury, New Jersey 08096		5a. Project/Grant No. 1 B-14-UC-34-0109		6a. Amount Approved \$1,201,146
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Annemarie C. Uebbing	Grantee Name Robert M. Damminger
Title Director, Community Planning and Development Division	Title Freeholder Director

Signature 	Date (mm/dd/yyyy) SEP 24 2014	Signature	Date (mm/dd/yyyy)
---------------	----------------------------------	-----------	-------------------

7. Category of Title I Assistance for this Funding Action (check only one) a. (x) Entitlement, Sec 106(b), b. State-Administered, Sec 106(d)(1) c. HUD-Administered Small Cities, Sec 106(d)(2)(B) d. Indian CDBG Programs, Sec 106(a)(1) e. Surplus Urban Renewal Funds, Sec 112(b) f. Special Purpose Grants, Sec 107 g. Loan Guarantee, Sec 108	8. Special Conditions (check one) (x) None Attached	9a. Date HUD Received Submission (07/15/2014)	10. check one a. (x) Orig. Funding Approval b. Amendment Amendment Number.	
		9b. Date Grantee Notified (mm/dd/yyyy) SEP 24 2014		
		9c. Date of Start of Program Year (09/01/2014)		
	11. Amount of Community Development Block Grant		FY (2014 )	FY ( )
a. Funds Reserved for this Grantee		1,201,146		
b. Funds now being Approved		1,201,146		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

### HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	53								
	176								
					Project Number		Amount		
					Project Number		Amount		
					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By				

# Funding Approval and HOME Investment Partnerships Agreement

C-2

## Title II of the National Affordable Housing Act

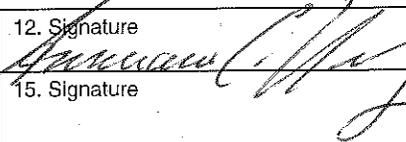
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address Gloucester County  One North Broad Street-P.O. Box-337  Woodbury, New Jersey 08096		2. Participant Number M14-DC-34-0215	
		3. Tax Identification Number 216000660	4. DUNS Number 957362247
		4. Appropriation Number 864/60205	5. FY (yyyy) 2014
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$474,554
a. Formula Funds		\$474,554	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) / / <b>SEP 24 2014</b>	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions\*, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM) (SAM replaces CCR), and the Federal Funding Accountability and Transparency Act (FFATA), including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Annemarie C. Uebbing, Director, Community Planning and Development		12. Signature 	13. Date <b>SEP 24 2014</b>
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Robert M. Damminger, Freeholder Director		15. Signature 	16. Date / /

17. Check one:  
 Initial Agreement     Amendment #

18. Funding Information: HOME

Source of Funds	Appropriation Code	PAS Code	Amount
HOME	864/60205	HMC	\$474,554
			\$
			\$

C-3

**RESOLUTION AUTHORIZING THE FOLLOWING EIGHT MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM OCTOBER 15, 2014 TO OCTOBER 14, 2015:**

<u>SUBRECIPIENT</u>	<u>TOTAL CONTRACT AMOUNT</u>
BOROUGH OF CLAYTON	\$48,750.00
TOWNSHIP OF DEPTFORD (1)	\$50,000.00
TOWNSHIP OF DEPTFORD (2)	\$50,000.00
TOWNSHIP OF FRANKLIN	\$50,000.00
TOWNSHIP OF MONROE	\$50,000.00
TOWNSHIP OF WASHINGTON	\$118,269.00
CITY OF WOODBURY	\$50,000.00
BOROUGH OF WOODBURY HEIGHTS	\$1,430.00

**WHEREAS**, the County is entitled to CDBG Entitlement Funds (inclusive of Washington Township's entitlement) to be used in conjunction with a Community Development Program as specifically set forth in a FY2014 Year 5 Action Plan submitted to the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the County, as applicant, has primary responsibility for administering the Program and in conjunction with its Application, has provided certain required assurances and certifications to HUD and pursuant to the provisions of 24 CFR 570, may delegate authority for the implementation of certain Community Development Activities to the municipalities located within the County; and

**WHEREAS**, each municipality has proposed the following activities to be carried out pursuant to an approved Public Facilities Project with the use of CDBG funds:

- **Borough of Clayton** for road reconstruction at 7<sup>th</sup> and Mallard Avenues in the amount of \$48,750.00, pursuant to C.A.F. #14-08606 which amount shall be charged against line item T-03-08-614-180-21201,
- **Township of Deptford (#1)** for road reconstruction of Niland Lane at Knollwood Drive in the amount of \$50,000.00, pursuant to C.A.F. #14-08605 which amount shall be charged against line item T-03-08-614-180-21202,
- **Township of Deptford (#2)** for road reconstruction of Trilby Avenue from Cobblestone to end in the amount of \$50,000.00, pursuant to C.A.F. #14-08604 which amount shall be charged against line item T-03-08-614-180-21202,
- **Township of Franklin** for road reconstruction of New Jersey Avenue, Delaware Avenue, and Maple Avenue in the amount of \$50,000.00, pursuant to C.A.F. #14-08603 which amount shall be charged against line item T-03-08-614-180-21205,
- **Township of Monroe** for the Phase IV road reconstruction of Winslow Road from Walnut to New Brooklyn in the amount of \$50,000.00, pursuant to C.A.F. #14-08602 which amount shall be charged against line item T-03-08-614-180-21211,
- **Township of Washington** for road reconstruction of Kennedy Drive the access road to the Nob Hill section and for ADA curbs and sidewalks in the amount of \$118,269.00, pursuant to C.A.F. #14-08599 which amount shall be charged against line item T-03-08-614-180-21218,
- **City of Woodbury** for road reconstruction of Franklin Street in the amount of \$50,000.00, pursuant to C.A.F. #14-08600 which amount shall be charged against line item T-03-08-614-180-21222,
- **Borough of Woodbury Heights** to provide an ADA compliant water cooler at the municipal building to provide handicap accessibility in the amount of \$1,430.00, pursuant to C.A.F #14-08601 which amount shall be charged against line item T-03-08-614-180-21223; and

**WHEREAS**, each Agreement shall be for a term commencing October 15, 2014 and terminating October 14, 2015.

**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 the agreements with the aforementioned municipalities to administer CDBG funds each for a period of one year, beginning October 15, 2014 and ending October 14, 2015 in the aforementioned amounts.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on October 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C-4

**RESOLUTION AUTHORIZING THE FOLLOWING FOUR MUNICIPAL AGREEMENTS FOR  
PUBLIC FACILITIES PROJECTS USING PRIOR YEARS' RE-PROGRAMMED  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM OCTOBER 15, 2014 TO  
OCTOBER 14, 2015:**

<u>SUBRECIPIENT</u>	<u>TOTAL CONTRACT AMOUNT</u>
<b>BOROUGH OF GLASSBORO</b>	<b>\$20,462.00</b>
<b>TOWNSHIP OF SOUTH HARRISON</b>	<b>\$ 1,400.00</b>
<b>CITY OF WOODBURY</b>	<b>\$14,000.00</b>
<b>BOROUGH OF WOODBURY HEIGHTS</b>	<b>\$48,438.00</b>

**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; and

**WHEREAS**, the County, as applicant has primary responsibility for administering the Program and in conjunction with its Application, has provided certain assurances and certifications to HUD as required by Title 1 of the Housing and Community Development Act and by HUD; and

**WHEREAS**, the County, pursuant to the provisions of 24 CFR 570, may delegate authority for the implementation of certain Community Development Activities pursuant to the application to the municipalities located within the County; and

**WHEREAS**, by resolution duly adopted July 9, 2014 the County of Gloucester authorized and approved the Year 5 Action Plan PY 2014 Annual Action Plan which included modification of Program Year 2012 Budget and use of Re-programmed funds; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders and the Department of Public Works' Planning Division believes it would be in the best interest to utilize the FY2012 funds toward improvements of public facilities and the removal of architectural barriers within the County; and

**WHEREAS**, the County, pursuant to the provisions of 24 CFR 570, may delegate authority for the implementation of certain Community Development Activities pursuant to the application to the municipalities located within the County; and

**WHEREAS**, each municipality has proposed the following activities to be carried out pertinent to an approved Public Facilities Project with the use of CDBG funds:

- **Borough of Glassboro** for reconstruction of Overbrook Avenue from Wright to Baldwin Road in the amount of \$20,462.00, pursuant to C.A.F. #14-08609 which amount shall be charged against line item T-03-08-612-170-21206; and
- **Township of South Harrison** for purchase and installation of an ADA compliant water cooler at the municipal building in the amount of \$1,400.00, pursuant to C.A.F. #14-08610 which amount shall be charged against line item T-03-08-612-170-21216; and
- **City of Woodbury** for Demolition of a non-residential blighted structure in a redevelopment area in the amount of \$14,000.00, pursuant to C.A.F. #14-08608 which amount shall be charged against line item T-03-08-612-170-21222; and
- **Borough of Woodbury Heights** for the installation of ADA curb cuts/sidewalk improvements at Oak Avenue and 4<sup>th</sup> Street in the amount of \$48,438.00, pursuant to C.A.F. #14-08607 which shall be charged against line item T-03-08-612-170-21223; and

**WHEREAS**, each Agreement shall be for a term commencing October 15, 2014 and terminating October 14, 2015.

**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 the agreements with the aforementioned municipalities to administer CDBG funds each for a period of one year, beginning October 15, 2014 and ending October 14, 2015 in the aforementioned amounts.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on October 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DIELLA, CLERK**

3-1

**RESOLUTION AUTHORIZING A CONTRACT WITH WESTON ENTERPRISES, INC. FOR THE PURCHASE OF A REFRIGERATED MORGUE TRAILER IN THE AMOUNT OF \$109,500.00.**

**WHEREAS**, there is a need by the County for the purchase of a refrigerated morgue trailer for the Gloucester County Medical Examiner; and

**WHEREAS**, the County has advertised for the receipt of public bids for the purchase the morgue trailer to hold 36-50 individuals as set forth within the County's bid specifications; and

**WHEREAS**, bids were publicly received and opened on August 28, 2014; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Weston Enterprises, Inc. of 1933 SE 155<sup>th</sup> Street, Summerfield, FL 34491 was the lowest responsive and responsible bidder to provide said the above services, in the amount of \$109,500.00, as more specifically described in the bid specifications **PD 14-044**; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$109,500.00, pursuant to CAF # 14-08272, which amount, shall be charged against budget line item #4-01-35-470-001-20201.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a contract between the County of Gloucester and Weston Enterprises, Inc. for the purchase of a refrigerated morgue trailer in the amount of \$109,500.00.

**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 15, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

E-1

**CONTRACT BETWEEN  
WESTON ENTERPRISES, INC.  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the **15<sup>th</sup> 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 **Weston Enterprises, Inc.** of 1933 SE 155<sup>th</sup> Street, Summerfield, FL 34491, (hereinafter referred to as "Vendor").

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the purchase of a refrigerated morgue for the Gloucester County Medical Examiner as set forth in **PD 014-044**; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the purchase.
2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 14-044, in the amount of \$109,500.00.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as **PD 14-044**, which is incorporated herein and made part of hereof by reference. Should a conflict occur between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications **PD 14-044**, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, not to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **CONFLICT OF INTEREST**. Vendor covenants that it presently has no interest and

shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications indentified as PD 14-044, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract or the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is dated this 15<sup>th</sup> 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 and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**WITNESS:**

**WESTON ENTERPRISES, INC.**

\_\_\_\_\_  
**RUSSELL WESTON, PRESIDENT**

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

Certificate of Availability of Funds

TREASURER'S NO. 14-08272 DATE 9/22/14

BUDGET NUMBER - CURRENT YR 4-01-35-470-001-20201 B                      DEPARTMENT Medical Examiner

AMOUNT OF CERTIFICATION \$109,500.00 COUNTY COUNSEL Lynn McClintock

DESCRIPTION: Refrigerated Morgue for Medical Examiners Office. Holds  
50 Individuals. Cadaver Lift included

VENDOR: Weston Enterprises

ADDRESS: 1933 S.E. 155th Street  
Summerfield, FL 34491

*Christine H. [Signature]* 9/23/14  
DEPARTMENT HEAD APPROVAL

APPROVED *[Signature]*  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 9/25/14

October 15, 2014  
Freeholder  
Meeting

Bid Opening 8/28/2014 10:00am

**SPECIFICATIONS AND PROPOSAL FOR THE PURCHASE OF  
A REFRIGERATED MORGUE TO HOLD 36-50 INDIVIDUALS  
FOR THE COUNTY MEDICAL EXAMINER**

<p><b>DESCRIPTION</b></p>	<p><b>VENDOR:</b> Aramso 1480 Grandview Ave., PO Box 29 Thorofare, NJ 08086 856-686-7700 856686-7249</p>	<p><b>VENDOR:</b> Weston Enterprises 1933 SE 155th St. Summerfield, FL 34491 352-572-3186 352-414-5973 Fax</p>	
<p>Refrigerated Morgue for Medical Examiner</p>	<p>36 Individuals N/A 50 Individuals \$127,642.99</p>	<p>\$99,500.00 \$109,500.00</p>	
<p>DELIVERY ARO</p>	<p>145 Days</p>	<p>60 Days</p>	
<p>Variations: (if any)</p>	<p>Includes Cadaver Lift</p>	<p>County to supply Water &amp; Sewer Ground Level Entrance Electric</p>	
<p>Bid specifications sent to:</p>	<p>Disaster Medical Technology Traiortagic Prime Vendor</p>	<p>EMS Innovations H A DeHart Custom Portable Morgues</p>	
<p>Based upon the bids received, I am recommending that Weston Enterprises be awarded a contract as the lowest responsive, responsible bidder.</p>		<p>Sincerely,  Peter M. Mercanti Purchasing Director</p>	

E-2

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL AGREEMENT ACCEPTING TITLE XX GRANT FUNDS, FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 IN THE TOTAL AMOUNT OF \$66,117.00, WHICH INCLUDES AN IN-KIND MATCH OF \$5,384.00**

**WHEREAS**, the Gloucester County Department of Human Services Division of Transportation Services (DTS) provides fare-free, non-emergency, curb-to-curb service to senior citizens, persons with disabilities and low-income residents of Gloucester County on an advance reservation and/or subscription basis; and

**WHEREAS**, the Division of Transportation Services desires to submit a contract renewal agreement for the 2015 Title XX Grant which will assist the County of Gloucester in providing better transportation services for its' elderly individuals, blind and visually impaired persons, person with disabilities and low-income residents who are SSBG eligible and unable to utilize public and/or conventional transportation; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the total amount of the grant funds to be requested is \$66,117.00, which includes \$60,733.00 in grant funds and a local in-kind match of \$5,384.00, from January 1, 2015 to December 31, 2015.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Contract Renewal Agreement with the State of New Jersey, Department of Human Services and any and all documents for the 2015 Title XX Grant, for a total of \$66,117.00, which includes \$60,733.00 in grant funds and a local in-kind match of \$5,384.00, from January 1, 2015 to December 31, 2015.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

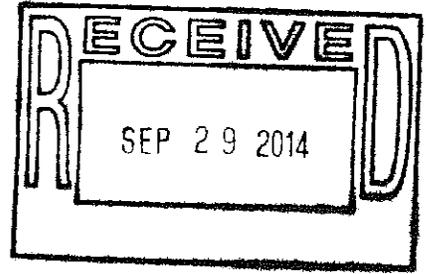
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



State of New Jersey  
DEPARTMENT OF HUMAN SERVICES  
PO Box 705  
TRENTON, NJ 08625-0705



CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

DIVISION OF DISABILITY SERVICES

September 22, 2014

JENNIFER VELEZ  
Commissioner

JOSEPH M. AMOROSO  
Director

Lisa Cerny, Director  
Gloucester County Department of Human Services  
115 Budd Blvd.  
West Deptford, NJ 08096

Re: Contract #15AQHS

Dear Ms. Cerny:

I am writing you concerning the renewal of your agency's contract for the administration of the Transportation – Vocational and Disabled Program.

**Your new allocation is based on the total funds in previous years and is set at \$60,733.00 for the period of January 1, 2015 through December 31, 2015.**

**Please adhere to the updated Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contract dated June 10, 2010 with an effective date of July 1, 2010.**

Your attention is directed to Policy Circular P1.01 promulgated July 20, 2009. This policy governs documents and conditions required for processing, executing and documenting a DHS Third Part Contract. **The "Required Contract Documents Checklist" indicates the required documents you must submit in their entirety for the contract to be executed. This form needs to be completed, signed, and returned ensuring your contract package includes all the required documents on the checklist.**

**The complete contract renewal package should be returned by December 31, 2014 to:**

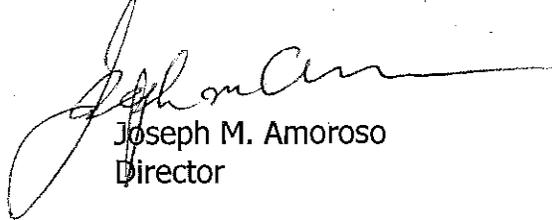
Joan Van Gilson, Contract Administrator  
NJ Department of Human Services  
Division of Disability Services  
P.O. Box 705  
Trenton, New Jersey 08625-0705

*New Jersey Is An Equal Opportunity Employer*

Following the approval of the renewal package by the Division of Disability Services, your agency will be issued payments according to your Schedule of Estimated Claims.

We anticipate that your continued partnership with the Division through the Case Management will help enhance the provision and delivery of quality services rendered to your consumers.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph M. Amoroso", written over a horizontal line.

Joseph M. Amoroso  
Director

c: Susannah Combs  
Joan Van Gilson  
Walter Baranowski  
Jeffrey Bernard



November 1, 2014

Ms. Joan Van Gilson, Contract Administrator  
 NJ Department of Human Services  
 Division of Disability Services  
 P.O. Box 705  
 Trenton, NJ 08625-0705

RE: Contact Information / 15AQHS Contract

Dear Ms. Van Gilson:

The Gloucester County Department of Human Services contact person is Director Lisa Cerny, 115 Budd Blvd., West Deptford, NJ 08096. Lisa can be reached at 856-384-6874 or by e-mail at [lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

Please be aware of additional related contacts:

<u>DOCUMENTS</u>	<u>LOCATION</u>	<u>NAME AND TITLE OF RESPONSIBLE PERSON</u>
Contract (w/State of NJ)	115 Budd Blvd., West Deptford, NJ 08096 856-686-8362	Mark Seigel, Acting Coordinator of Special Transportation
Driver's Manifest	115 Budd Blvd., West Deptford, NJ 08096 856-686-8359	Karen Allen, Supervising Omnibus Operator
Financial Records	115 Budd Blvd., West Deptford, NJ 08096 856-686-8360	Donna Cucetta, Accountant
Procurement and Bid Documents Including RFPs	Purchasing Department 2 S. Broad Street / P.O. Box 337 Woodbury, NJ 08096 856-853-3414	Peter Mercanti, Director of Purchasing

BOARD OF  
 CHOSEN FREEHOLDERS  
 COUNTY OF GLOUCESTER  
 STATE OF NEW JERSEY  
 FREEHOLDER DIRECTOR  
**Robert M. Damminger**  
 FREEHOLDER LIAISON  
**Adam J. Taliaferro**



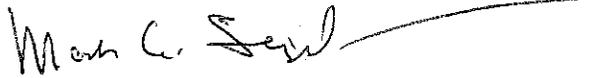
DEPARTMENT OF HUMAN  
 SERVICES  
 DIVISION OF  
 TRANSPORTATION  
 SERVICES  
 DIRECTOR  
**Lisa Cerny**  
 ACTING COORDINATOR  
**Mark Seigel**  
 115 Budd Blvd.  
 West Deptford, NJ 08096  
 Phone 856.686.8355  
 Fax 856.686.8361

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

New Jersey Relay Service – 711  
 Or Toll Free @ 1.800.852.7897

Daily Pre-Trip form	115 Budd Blvd., West Deptford, NJ 08096	Karen Allen, Supervising Omnibus Operator
Maintenance Records	115 Budd Blvd., West Deptford, NJ 08096	Karen Allen, Supervising Omnibus Operator
Drug & Alcohol Data	Department of Human Resources 2 S. Broad Street Woodbury, NJ 08096 856-853-3275	Chad Bruner, County Administrator
Others (List)	N/A	

Sincerely,



Mark Seigel, Acting Coordinator  
Division of Transportation Services

DEPARTMENT OF HUMAN SERVICES

**MINIMUM REQUIRED CONTRACT DOCUMENTS CHECKLIST**

**Instructions:** The Departmental Component is to:

- check off all of the required documents the provider agency needs to submit (or have available for an onsite review, if noted);
- send a copy of this form to the provider agency for signature and return along with the required documents;
- document and monitor the compliance status of the submissions by completing the last four columns; and
- assure this form is completed annually as part of the preparation of a contract package.

Contract # 15AQHS

Contract Agency County of Gloucester Department of Human Services, Division of Transportation

Contract Term 1/1/15 – 12/31/15

Provider Agency's authorized signatory \_\_\_\_\_

Robert M. Damminger

Departmental Component Division of Disability Services

DHS Reviewer & Title \_\_\_\_\_

Compliance status-for DHS completion

Required Documents	Agency needs to provide to DHS only if checked	Check if the document submitted is on file and in compliance	Check if NOT in compliance or add other comments	Check if document is to be reviewed at the Agency. Include date when reviewed Onsite	N/A
DHS Award letter	X	√			
A Letter /list containing DHS contact persons	X	√			
A copy of the Required Contract Documents Checklist	X	√			
Two Standard Language Documents	x	√			
A Signed/dated N.J.S.A.52:34-13.2 Certification form (Formerly Executive Order 129)	x	√			
A Signed/Dated P.L. 2005, Chapters 51 & 271 & Executive Order 117*					
Annex B, B-2 or Budget Summary	x	√			
Annex A or Annex A Update	x	√			
Performance Outputs/Outcomes	x	√			
Copy of Insurance Declaration Page(s) and/or Malpractice Insurance	x	√			
Copy of Certificate of Incorporation	x	N/A	Copy of the State of NJ	Business Registration	Attached
Board Resolution form with authorized Signatories	x	√			
Board Resolution/DHS forms for match responsibilities					
A dated current Board Members list					
A copy of all applicable licenses					
A list of all contracts and grants (if not on the Annex B)					
A organizational structure chart					
A copy of the Personnel Manual or Employee Handbook					
Copy of the Certification of Employee Information Report or recent completed Employee Information Report- AA302 form					
Copy of the Provider's Affirmative Action Policy					
Copy of the Conflict of Interest Policy					
Copy of Provider Agency's By-Laws					
A Signed/dated Business Associate Agreement (BAA), if applicable	x	√			
Copy of all local certificates of occupancy					
Copy of Lease or Mortgage (s)					
Copy of the Annual Report to the Secretary of State					
Copy of the State of NJ Business Registration					
Copy of the Annual Report-Charitable Organization					
Copy of the latest Audit					
Copy of Tax Exempt Form 990					
Copy of U.S. Corporation Income Tax Return , form 1120					
Copy of Procurement Policy					
Current Equipment Inventory					
Copy of Subcontracts/Consultant agreements					
Copy of signed Payment Schedule, if applicable	x	√			
<b>Reports:</b>					
Programmatic					
Fiscal					
Close out					
Other Departmental Component-specific documents (D.C. is to specify documents):					

\*for-profit organizations only

Policy Circular P2.01

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES

**SUBJECT:** Department of Human Services' Standard Language Document for Social Service and Training Contracts

**EFFECTIVE:** This policy circular shall become effective on July 1, 2010 and shall be implemented as new Contracts commence or existing Contracts are renewed thereafter.

**PROMULGATED:** June 30, 2010

**SUPERSEDES:** Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contracts promulgated July 20, 2009.

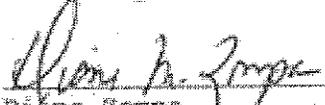
I. SCOPE

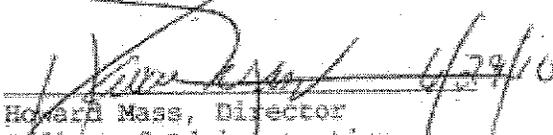
This policy circular applies to all Contracts.

II. POLICY

- A. The Standard Language Document, Attachment 1, establishes non-negotiable obligations, responsibilities, rights and relationships of the Contract parties. Programmatic and fiscal differences among Contracts are contained in the Contract Annex (es).
- B. Contracts with effective dates on or after July 1, 2010, shall use this document.

Issued by:

  
Diane Zompa  
Chief of Staff  
Department of Human Services

  
Howard Mass, Director  
Office of Administration

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Designating the State as an additional insured permits the Department to pay the premium should the insured fail to do so.

Annex (es) means the attachment(s) to this document containing programmatic and financial information.

Consumer means an individual receiving services from or funded in whole or in part by DHS or one of its departmental components.

Contract means this document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Contractor means the person or entity entering into this contract with DHS or one of its departmental components.

Department means the New Jersey Department of Human Services. It means, where appropriate from the context, the division, commission, bureau, office, unit or other designated component of the Department of Human Services responsible for the administration of particular Contract programs.

Departmental Component means the divisions, bureau, commissions, office or other unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five Days after being sent to the last address known by the Department.

Provider Agency means the person or entity entering into this contract with DHS or one of its departmental components.

Subcontractee means the legal entity that enters into a Contractual arrangement with a Contractee (Contracted Provider Agency) or another Subcontractee, no matter how many interceding administrative Tiers (levels) separate the parties.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

## II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex (es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). All payments authorized by the Department under this Contract

shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

### III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex (es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DHS is a covered entity pursuant to the Health Insurance Portability and Accountability of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access to, create, maintain or store Protected Health Information (PHI) as part of its responsibility under

this contract, the Provider Agency shall first execute a Department of Human Services Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DHS shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves a Consumer's PHI shall require its subcontractor to execute a BAA that meets all the requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for Provider Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any consumer and shall not disclose these records except where disclosure is consistent with applicable DHS regulations, the BAA, if any, and is:

1. to the consumer, or his or her legal guardian, if any, or if the consumer is a minor, to the consumer's parent; or
2. necessary to carry out the work of this Contract;
3. in response to a proper inquiry for information, but not Records, as to the consumer's current medical condition to any relative, friend, or to the consumer's personal physician or attorney, if it appears that the information is to be used directly or indirectly for the benefit of the consumer; or
4. relevant to a consumer's current treatment and is being disclosed to the staff of another community agency, screening service, short-term care or psychiatric facility.

Section 3.05 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the

Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2 that codified Public Law 2005, c.92 and Executive Order 129 requires when submitting a Request for Proposals and/or contract, the Provider Agency shall submit as part of their proposal and/or contract Certification listing where their contracted services will be performed and if the contracted services, or an portion thereof, will be subcontracted and where any subcontracted services will be performed.

Any changes to the information submitted in the Source Disclosure Certification during the term of the contract must be immediately reported to the Director of the Division of Purchase and Property and to the departmental component within the Department for whom the contracted services are being performed. A Service Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall deemed to be in breach of contract which would be subject to termination by the Department.

Section 3.08 Contractor Certification and Disclosure of Political Contributions. N.J.S.A. 19:44A-20.13-20.25 that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117 require that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a contract, the Contractor/Bidder will, on a continuing basis, continue to report any Contribution it makes during the term of the contract, and any extension(s) thereof. Failure to do so will result in termination of the contract and could result in the debarment from public contracting of the Contractor/Bidder for a period of up to five years.

Non-profit organizations are exempted from the requirements of Section 3.08

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us/](http://www.elec.state.nj.us/).

Section 3.10 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The Provider Agency and its subcontractor, 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 or disability.

The Provider Agency will also 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, affectional or sexual orientation, gender or disability. Such action shall include, but not be limited to the following: employment; promotion; 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 Provider Agency agrees to post in conspicuous places that are readily 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 Provider Agency or subcontractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or disability.

The Provider Agency 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 or understanding, a notice, to be provided by the agency 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 Provider Agency or subcontractor 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 and the Americans with Disabilities Act.

The Provider Agency or subcontractor agrees to make a good faith attempt 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 a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO 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.

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

The Provider Agency 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 statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Provider Agency and subcontractor agree 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, affectional or sexual orientation, gender or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Provider Agency and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Office from time to time in order to carry

out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- (b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- (c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- (e) accounting records supported by source documentation;
- (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- (g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires timely submission of the Provider Agency's annual organization-wide audit. Non-compliance will be grounds for termination.

Audits shall be conducted in accordance with Policy Circular P7.06, Audit Requirements, Generally Accepted Auditing Standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants; Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act Amendments of 1996 (The Single Audit Act); Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and New Jersey OMB Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such

contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 Days of Contract Expiration, Non-renewal or Termination.

#### IV. Expiration, Non-Renewal and/or Termination

The Department may in accordance with the sections below allow a Contract to expire and or not be renewed.

Section 4.01. The Department or Provider Agency may let this Contract expire at the end of the contract term upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department. In the case of contract awards that are made on a time limit basis (i.e. Federal Grant, Special Appropriation; one time funding to support a program), the 60 day notice is not required.

Section 4.02 Contract Settlement. When a Contract has expired under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring any additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Expiration process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.03 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.04 Termination by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.05 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

## V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed

assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex (es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss,

expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of Human Services and the Departmental Component shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding a copy of its insurance policy declaration page to the Contracting Departmental Component for its contract files.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the

opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract close-out reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its contract with the Provider Agency or to observe and adhere its performance obligation under the contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the contract be construed as a commitment by the Department to expend funds beyond the termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit. Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Human Services are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of

such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be

reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Section 5.16 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

**Full-time Salary Compensation Limitation Schedule**

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary),
- b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900),
- c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850),
- d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);

(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

(i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;

(ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.18 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.19 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions:

(i) The Provider Agency has an established written uniform severance agreement for all employees covered under the contract;

(a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);

(b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment; and

(c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency's policies).

(ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employee covered under the contract.

Section 5.20 Compensation Limitation for Employee Travel Expenses. The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and

overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) **General Provisions:**

(a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;

(b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;

(c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov>. for current rates) in effect at the time the employee traveled.

(ii) **In-State Provisions:** The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) **Out-of-State-Provisions:**

(a) The Provider Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00); and

(b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider

Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks supplies, etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Provider Agency's total annual operating budget; and

(iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.22 Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

(a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;

(b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;

(c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;

(d) Submission of three (3) written bids for the same year, make, model, and option package;

(e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;

(f) Any exceptions to the criteria and purchasing requirements (~~Section 5.23 (i) (a) - (e)~~), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

(c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;

(d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;

(e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.

(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains \_\_\_\_\_ pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: \_\_\_\_\_  
(signature)

BY: \_\_\_\_\_  
(signature)

Robert M. Damminger  
(type name)

\_\_\_\_\_  
(type name)

TITLE: Freeholder Director  
(type)

TITLE: \_\_\_\_\_  
(type)

PROVIDER  
AGENCY: Gloucester County  
(type)

DEPARTMENTAL  
COMPONENT: \_\_\_\_\_  
(type)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract Effective Date: January 1, 2015

Contract Expiration Date: December 31, 2015

Contract Number: 15AQHS

Contract Ceiling: \$60,733

Federal ID#: 21-6000660

Provider Contact Individual: Mark G. Seigel  
(Print Name)

**N.J.S.A. 52:34-13.2 CERTIFICATION**  
**SOURCE DISCLOSURE CERTIFICATION FORM-DPA**

Contractor: County of Gloucester, Department of Human Services, Division of Transportation Services, 115 Budd Blvd., West Deptford, NJ 08096 Contract Number: 15AQHS

Purchase Order Number: \_\_\_\_\_

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Department of Environmental Protection, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 54:34-13:2

The following is a list of every location where services will be performed by the contractor and all subcontractors.

<b><u>Contractor or Subcontractor</u></b>	<b><u>Description of Services</u></b>	<b><u>Performance Location(s) by Country</u></b>
County of Gloucester Department of Human Services Division of Transportation Services 115 Budd Blvd. West Deptford, NJ 08096	Transportation	United States of America

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor or to the Department or Division issuing the purchase order.

I understand that, after award of a contract to the Bidder, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States prior to a written determination by the Director, Division of Purchase and Property, that the services cannot be performed in the United States, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section VII.B of the Waivered Services Contracts Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Department of Environmental Protection to accept a bid proposal, with knowledge that the Department of Environmental Protection and the Department of Treasury are relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: County of Gloucester  
Department of Human Services  
Division of Transportation Services  
115 Budd Blvd.  
West Deptford, NJ 08096

\_\_\_\_\_  
[Name of Organization or Entity]

By: \_\_\_\_\_

Title: Freeholder Director

Print Name: Robert M. Damminger

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

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES  
ANNEX B-2 CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County Department of Human Services Transportation DATE January 1, 2015

CONTRACT# 15AQHS THIS ANNEX B-2 SUPERSEDES THE ANNEX B-2 DATED January 1, 2014

FEDERAL I.D. # 21-600660

\*\*\*\*\*

SECTION I: RATES

\*\*\*\*\*

PROGRAM/SERVICE	UNIT OF SERVICES	RATE PER SERVICE UNIT*	TYPE OF RATE	EFFECTIVE PERIOD	
				FROM	TO
Transportation/Title XX	Mile	\$4.00	Fixed	1/1/2015	12/31/2015
Transportation/Voc Training	Mile	\$4.00	Fixed	1/1/2015	12/31/2015

THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTIONS II AND III

\*\*\*\*\*

SECTION II: CONTRACT STIPULATIONS

\*\*\*\*\*

- A. The service capacity of the provider Agency is \_\_\_\_\_ for the term of this contract (check here if not applicable  )
- B. The Provider Agency shall submit to the Department a ( ) monthly, ( ) quarterly, ( ) semi-annual, ( ) annual report certifying to the actual program expenditures consistent with the Provider's approved budget set fourth in the Contract Budget. This report is due \_\_\_\_\_ days after the end of the reporting period. (Check here is periodic expenditure reporting is not applicable  )
- C. The Provider Agency shall submit to the Department a ( ) monthly, ( ) quarterly, ( ) semi-annual, ( ) annual report certifying to the actual units of service delivered during the reporting period. This report is due 30 days after the end of the reporting period. (Check here if periodic level of service reporting is not applicable  )

D. Other:

	<u>Maximum SSBG Units</u>		<u>Maximum SSBG Dollars</u>
	<u>100%</u>	<u>95%</u>	
Transportation(XX)	\$2,310	\$2,195	\$9,240
Transportation(VOC)	\$12,879	\$12,235	\$51,493
			\$60,733

In order to receive full reimbursement, a 95% Level of Service is required. If the Level of Service is less than 95%, an adjustment in the SSBG funding will be made by multiplying the number of units below 95% by \$1.00 SSBG Reimbursement per unit.

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B-2 CONTRACT RATE INFORMATION SUMMARY**

**PROVIDER** Gloucester County Department of Human Services Transportation                      **DATE** January 1, 2015

**CONTRACT#** 15AQHS

\*\*\*\*\*

**SECTION III: GENERAL**

\*\*\*\*\*

- A. Limitations: Use of the rate (s) contained in this Annex is subject to any statutory or administrative limitation. Acceptance of the rate (s) agreed to herein is predicated on the condition that no information furnished by the Provider Agency and used in the establishment of the rate (s) is subsequently found to be materially incomplete or inaccurate. In addition, if this rate (s) agreed to herein was/were calculated based on the cost contained in the Contract Budget (Annex B), acceptance of the rate (s) is predicated on the conditions that: (1) no costs other than Provider Agency costs were included in the Annex B as finally accepted; (2) all costs reflected in the Contract's Reimbursable Ceiling are allowable under the governing costs principles; and (3) similar types of costs were accorded consistent accounting treatment.
- B. Types of Rates:
  - 1. Provisional: A provisional rate is a temporary or interim rate and is subject to adjustment on the basis of a final rate calculated when actual costs are reported.
  - 2. Fixed: A fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specified future period, usually one year.
- C. Notification of State agencies: Copies of this document may be furnished to other State agencies as means of notifying them of the information it contains
- D. Special Remarks:
  - (1) A minimum of 6 people per class must attend to count the class for level of service reporting.
  - (2) Attendance sheet for each class to be submitted with the quarterly level of service report.
  - (3) 90% level of service required to recoup 100% of SSBG funds.

\*\*\*\*\*

**SECTION IV: SIGNATURES**

\*\*\*\*\*

**BY THE AGENCY**  
County of Gloucester, Department of Human Services  
Division of Transportation Services (DTS)

**BY THE DIVISION**  
State of New Jersey, Department of Human Services  
Division of Disability Services

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Robert M. Damminger

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

Freeholder Director

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

**Program/Component Name:** Gloucester County Division Of Transportation Services / Handicapped  
**Service Type:** Transportation  
**Description of Unit Measurement:** \$4.00 Per Mile  
**Number of Contracted Slots/Units:** \_\_\_\_\_  
**Number of Annualized Units:** 2308

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	20	192
2	February	19	192
3	March	22	192
4	April	21	192
5	May	20	192
6	June	21	192
7	July	22	192
8	August	21	192
9	September	21	192
10	October	21	192
11	November	17	192
12	December	22	196
	<b>ANNUAL TOTALS</b>	<b>248</b>	<b>2,308</b>

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

**Program/Component Name:** Gloucester County Division Of Transportation Services / Handicapped  
**Service Type:** Handicapped / Developmentally Disabled  
**Description of Unit Measurement:** \$4.00 Per Mile  
**Number of Contracted Slots/Units:**  
**Number of Annualized Units:** 12,875

*Numbers should reflect unduplicated service counts*

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	20	1,073
2	February	19	1,073
3	March	22	1,073
4	April	21	1,073
5	May	20	1,073
6	June	22	1,073
7	July	22	1,073
8	August	21	1,073
9	September	21	1,073
10	October	21	1,073
11	November	17	1,073
12	December	22	1,072
	<b>ANNUAL TOTALS</b>	<b>248</b>	<b>12,875</b>

ADDENDUM

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ANNEX A  
PROGRAM INFORMATION SECTION

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AGENCY NAME: County of Gloucester

PROGRAM NAME: Division of Transportation Services

CONTRACT TERM: 1/1/2015 – 12/31/2015

CONTRACT #: 15AQHS

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I. **SERVICE TO BE PROVIDED:** DTS provides advanced reservation, curb to curb transportation to non-emergency medical appointments for senior citizens, people with disabilities and low income residents. DTS receives applications from people with disabilities who are seeking transportation to vocational endeavors to enhance their work skills. Through the application process and outreach efforts, DTS is able to identify those in need of transportation services and fulfill our purpose by offering services to our most disadvantaged residents.

II. **PROGRAM GOAL:** Gloucester County DTS uses these funds to support vocational training transportation for disabled residents and low-income residents for their local appointments. DTS will continue their outreach efforts and offer services to those county residents in need.

III. **TARGET POPULATION:** DTS targets (a) people with disabilities who are in need of sheltered workshop transportation and (b) low income residents in need of transportation to non-emergency medical appointments and essential personal business.

- DTS has been providing transportation to these target populations under Title XX funding since 1988.
- People using the service need reliable and affordable transportation in order to access needed services. Without transportation, people would become shut-ins causing them to miss out on employment opportunities as well as needed medical attention.
- People served under this contract are financially disadvantaged and/or disabled which precludes them from owning an automobile. Mobility challenged people who are served under this contract are able to participate in activities that others take for granted.

IV. **PROGRAM DESCRIPTION:**

DTS uses these funds to transport developmentally disabled adults to vocational training sites and low-income residents to non-emergency medical appointments.

Through the application process and outreach efforts, DTS is able to identify those in need of transportation services and fulfill our purpose by offering services to our most disadvantaged residents.

**V. ACCESS TO PROGRAM SERVICE:**

Gloucester County residents are able to request transportation to the sheltered workshops in Gloucester County by completing and submitting an application to the Division of Transportation Services. Applications to the sheltered workshops @ St. John of God and the Abilities Solutions [both located in Westville, NJ] are reviewed by DTS staff to ensure the amount of time and additional miles are not excessive. Currently, Gloucester County Division of Transportation provides five vocational routes servicing the county's disabled population.

**VI. PROGRAM OBJECTIVES:**

**a. OUTCOME OBJECTIVE(S)**

The outcome objective is to provide Title XX eligible residents with greater access to non-emergency medical appointments and essential personal business appointments. Additionally, residents with developmental disabilities who are Title XX eligible will receive greater access to vocational-training sites.

**b. LEVEL OF SERVICE OBJECTIVE(S)**

DTS has expanded service to meet the needs of eligible Gloucester County residents for a wide array of non-emergency medical services, dialysis-related transportation, vocational training sites, gainful employment and essential personal business.

**VII. MEASUREMENT:**

**a. OUTCOME OBJECTIVE(S)**

To provide transportation to elderly, disabled and low-income residents of Gloucester County who are Title XX eligible. DTS identifies the success in goal achievement through a periodic review of goals and objectives in grant applications, reviews and the annual budget submission. DTS is annually obligated to update goals and objectives as part of their request for funding. As part of those requests, DTS staff reviews stated goals and measures success and/or failure to those goals.

**b. LEVEL OF SERVICE OBJECTIVE(S)**

DTS is proud in the level of service provided county-wide for all aspects of transportation.

**VIII. PROGRAM CHANGES/IMPROVEMENTS: (Based on your evaluation of your program)**

**a. OUTCOME OBJECTIVE(S)** A change was made in the way DTS charges in 2013 due to the low rate of reimbursement. Previously, Gloucester County DTS was charging \$1.00 per mile, and this amount of reimbursement was not realistic. DTS is providing about 3800 Title XX trips annually.

**b. LEVEL OF SERVICE OBJECTIVE(S)** To be able to service as many Gloucester County elderly, disabled and low-income residents who are Title XX eligible.

**c. PROGRAM IMPROVEMENTS/CHANGES YOU HAVE MADE OR WILL MAKE:** The change in rate of reimbursement that was implemented in 2013 was a realistic representation of the services provided to Title XX eligible Gloucester County residents.

**Gloucester County Division Of  
Transportation Services**

**Program Name:**

**PERFORMANCE OUTCOMES**

GOALS		OBJECTIVES					ACTIVITIES					PERFORMANCE OUTCOMES	
1.	To provide Title XX eligible residents with greater access to non-emergency medical appointments and essential personal business.	1.	Identify low-income residents who are without proper transportation options.	1.	Maintain open communication with Gloucester County Division of Social Services and low-income housing representatives.	1.	To transport at least 80 unduplicated Title XX clients in 2015. Provide at least 9233 miles of service to eligible clients.						
		2.	Maintain proper vehicle and driver levels to serve requests.	2.	Purchase vehicles and train drivers.								
		3.		3.									
		4.		4.									
		5.		5.									
2.	To provide residents who have developmental disabilities (Title XX eligible) with greater access to vocational-training sites.	1.	Identify developmentally disabled adults who are lacking transportation to vocational training opportunities.	1.	Work with area sheltered workshops to quantify transportation needs.	2.	To transport at least 40 unduplicated developmentally disabled adults to vocational training in 2015.						
		2.	Allow developmentally disabled adults to develop vocational skills by offering reliable transportation.	2.	Maintain proper vehicle and driver levels to address transportation requests.								
		3.		3.									
		4.		4.									
		5.		5.									
3.		1.		1.		3.							
		2.		2.									
		3.		3.									
		4.		4.									
		5.		5.									
4.		1.		1.		4.							
		2.		2.									
		3.		3.									
		4.		4.									



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: COUNTY OF GLOUCESTER  
Trade Name: TREASURERS OFFICE  
Address: COURT HOUSE  
WOODBURY, NJ 08096  
Certificate Number: 0385505  
Effective Date: July 01, 1966  
Date of Issuance: July 15, 2011

For Office Use Only:  
20110715095226523



New Jersey Division of Revenue

Revenue NJBBS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0385505 FOR COUNTY OF GLOUCESTER IS VALID.

MAY BE REPRODUCED

ST-4 (9-87,R-4)

STATE OF NEW JERSEY  
DIVISION OF TAXATION  
SALES TAX  
EXEMPT USE CERTIFICATE  
FORM ST-4

To be completed by purchaser and given to and retained by vendor. Read instructions on back of this Certificate.

THIS CERTIFICATE MAY NOT BE USED IN CONNECTION WITH THE PURCHASE OF SERVICES

PURCHASER'S  
CERTIFICATE OF AUTHORITY NUMBER

21-6000660

ELIGIBILITY NONREGISTERED  
PURCHASER: SEE INSTRUCTIONS

TO \_\_\_\_\_  
(Name of Vendor)

Date \_\_\_\_\_

Address

City

State

Zip

The undersigned purchaser certifies that it is not required to pay the New Jersey Sales and/or Use Tax on the purchase or purchases covered by this Certificate because the tangible personal property purchased will be used for an exempt purpose.

The tangible personal property will be used for the following exempt purpose:

The exemption on the sale of the tangible personal property to be used for the above described exempt purpose is provided in subsection N.J.S.A. 54:32B- 9a (See reverse side for listing for principal exempt uses of tangible personal property and fill in the block with proper subsection citation).

I, the undersigned purchaser, have read and complied with the instructions and rules promulgated pursuant to the New Jersey Sales and Use Tax Act with respect to the use of the Exempt Use Certificate, and it is my belief that the vendor named herein is not required to collect the sales or use tax on the transaction or transactions covered by this Certificate. The undersigned purchaser hereby swears (under the penalties for perjury and false swearing) that all of the information shown in this Certificate is true.

Gloucester County Purchasing Dept.

NAME OF PURCHASER (as registered with the Division of Taxation)

*[Handwritten Signature]*

(Signature of owner, partner, officer of corporation, etc.) or qualified officer of Agency

P. O. Box 337 Woodbury, NJ 08096

(Address of Purchaser)

A VENDOR SHOULD READ AND COMPLY WITH THE INSTRUCTIONS GIVEN ON BOTH SIDES OF AN EXEMPTION CERTIFICATE.

### STANDARDIZED BOARD RESOLUTION FORM

The Board endorses the following commitments as defined in this document:

1. **Health Insurance Portability and Accountability Act (HIPAA)\***

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check one):

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated 4/22/14.
- C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

- **NOTE: This section does not apply to DCF Office of Education Contracts.**

2. **Legal Advice**

The Board acknowledges that the Department of Children and Families does not and will not provide legal advice regarding the contract or any facet of its relationship with the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Children and Families.

3. **Public Law 2005, Chapter 51**

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance form submitted with the contract is accurate.

4. **Public Law 2005, Chapter 92**

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance form submitted with the contract is accurate.

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
STANDARDIZED BOARD RESOLUTION FORM

Supporting Information for Contract #: 15AQHS

Contract Period: 01/01/15 to 12/31/15

Agency: Gloucester County Department of Human Services, Division of Transportation Services

**Certification:**

We certify that the information contained in, or attached to, this contract document is accurate and complete.

\_\_\_\_\_  
Robert M. Damminger, Freeholder Director

\_\_\_\_\_  
Date



\_\_\_\_\_  
Lisa Cerny, Director, Dept. of Human Svcs.

\_\_\_\_\_  
Date

**Please List Authorized Signatories for contract documents, checks, and invoices:**  
(List full name and title)

Robert M. Damminger  
Name

Freeholder Director  
Title

Gary Schwarz  
Name

Treasurer  
Title

Lisa Cerny  
Name

Director, Department of Human Services  
Title

State of New Jersey  
DEPARTMENT OF HUMAN SERVICES

**BUSINESS ASSOCIATE AGREEMENT** between the New Jersey Department Human Services and **Gloucester County Department of Human Services, Division of Transportation (DTS)** for Contract Number **15AQHS** .

This Business Associate Agreement sets forth the responsibilities of **Gloucester County Department of Human Services, Division of Transportation (Business Associate)**, with an address of **115 Budd Blvd., West Deptford, NJ 08096** and the New Jersey Department of Human Services, as a **Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity.

In consideration for the respective benefits, rights and obligations described above, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement. There is no underlying contract associated with this Agreement, or the exchange of this PHI.

**A. Definitions:**

1. The terms specified below shall be defined as follows:

- a. "Business associate" shall mean s a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.
- b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Human Services.
- c. "Agreement" shall mean this Business Associate Agreement.
- d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

- e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
- g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
- h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
- i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
- o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
- p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.

2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

## **B. Obligations and Activities of Business Associate**

1. Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement, the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.
2. Business Associate may further disclose PHI to a subcontractor/person for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associates agreement as Required by Law or for the purpose for which it was disclosed to the person, and the subcontractor/person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action

to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems,

books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.
16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident.
17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.
18. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

**C. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.**

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

**D. Term of Business Associate Agreement**

1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
  - a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if

Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

- a. Except as provided in paragraph b of this section, upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- b. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
- c. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**E. Indemnification and Release**

- 1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or

damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

#### **F. Miscellaneous**

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate:            County of Gloucester Department of Human Services  
   Division of Transportation Services (DTS), 115 Budd  
   Blvd., P.O. Box 337, West Deptford, NJ 08096  
Facsimile #                      856-686-8361

Covered Entity:            1.    Privacy Officer  
   Harry J. Pizutelli, Administrator of Assistance Programs  
   Division of Disability Services, P. O. Box 705  
   Trenton, NJ 08625-705

Facsimile #                      (609) 631-4365

   2.    Director of (specify Division)  
   Joseph M. Amoroso, Director  
   Division of Disability Services, P. O. Box 705  
   Trenton, NJ 08625-705

Facsimile#                      (609) 631-4365

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Joseph M. Amoroso

\_\_\_\_\_  
Robert M. Damming

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Director

\_\_\_\_\_  
Freeholder Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Division of Disability Services

\_\_\_\_\_  
Gloucester County Division of Transportation

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Agency

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

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

DEPARTMENT OF HUMAN SERVICES  
 Division of Disability Services (DDS)  
 SCHEDULE OF ESTIMATED CLAIMS

ORIGINAL  
 MODIFICATION

PROVIDER: Division of Disability Services CONTRACT #: 15AQHS FROM Jan. 1, 2015 TO Dec. 31, 2015

UNIT OF SERVICE: (1) \$4/mile (2) \$4/mile (3) (4) (6) (7)

SERVICE PERIOD MONTH YEAR	COMPONENT XX Transportation	COMPONENT Voc Transportation	COMPONENT	COMPONENT	COMPONENT	COMPONENT	ESTIMATED CLAIMS TOTALS MONTHLY YTD
JAN 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,061.00
FEB 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,122.00
MAR 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,183.00
APR 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,244.00
MAY 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,305.00
JUNE 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,366.00
JULY 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,427.00
AUG 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,488.00
SEPT 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,549.00
OCT 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,610.00
NOV 2015	\$769.00	\$4,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,671.00
DEC 2015	\$774.00	\$4,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,733.00
TOTALS	\$9,233.00	\$51,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,733.00

AGENCY AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

DDS USE ONLY  
 COST RELATED NON COST RELATED  
 Reimbursement:  
 \_\_\_ periodic on report expenditures  
 \_\_\_ installments  
 \_\_\_ provisional rate  
 \_\_\_ fixed rate

EXPENDITURE SUMMARY: NONE MONTHLY QTRLY OTHER  
 ADVANCE PAYMENT: NONE MONTH(S)

CONTRACT REIMBURSABLE CEILING 60,733

6-1

**RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH CENTRAL POLY CORPORATION FROM OCTOBER 17, 2014 TO OCTOBER 16, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR**

**WHEREAS**, a Contract for the supply and delivery of trash bags was awarded to Central Poly Corporation, with offices at 2400 Bedle Place, Linden, NJ 07036 as per PD 12-035; and

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

**WHEREAS**, said supplies will be purchased on an as-needed basis in an amount not to exceed \$25,000.00 per year. This 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 continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget and continuation of the contract beyond December 31, 2015 is conditioned upon approval of the 2016 Gloucester County Budget; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County hereby exercises its right to extend the Contract with Central Poly Corporation for a two-year period from October 17, 2014 to October 16, 2016 for the supply and delivery of trash bags as per PD-12-035, in an amount not to exceed \$25,000.00 per year; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

	PD 012-035 Bid Opening 9/25/2012 SPECIFICATIONS FOR THE DELIVERY OF TRASH BAGS 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: Central Poly Corp 2400 Bedle Place Linden, NJ 07036 908 862-7570 908 862-9019 Fax Andrew Hofer	Vendor: Calico Industries 9045 Junction Dr Annapolis Junction, MD 20701 800-638-0828 301-575-0131 Fax Michael Heverly	Vendor: All American Poly 40 Turner Place Piscataway, NJ 08854 732 752-3200 ext 112 732 752-2305 Fax Zeke Rosenwasser	Vendor: United Sales USA Corp. 250 44th St. 2nd Floor Brooklyn, NY 11232 718 709-5900 718 709-7705 Fax Karen Chyzyk	Vendor: Camden Bag & Paper 114 Galther Dr Mt. Laurel, NJ 08054 856 727-3313 856 727-4114 Fax Robert Gerber	Vendor: W.B. Mason Co. Inc. 59 Centre St Brockton MA 02303 888 926-2766 781 935-2865 Fax Stephanie Carroll
<b>ITEM DESCRIPTION</b>							
1	Plastic Liners, 15 X 9 X 23 1000 per case 1.5 Mil Brand Approx 150 cases	\$9.80 per case Central Poly \$1,470.00 Total	\$11.54 per case Calico \$1,731.00 Total	\$32.99 per case All American Poly \$4,948.50 Total	\$39.75 per case Alrite \$5,962.50 Total	\$27.20 per case Fortune \$4,080.00 Total	\$54.31 per case Fortune \$8,146.50 Total *
2	Plastic Liners, 23 X 17 X 48 100 per case 2.5 Mil Brand Approx 500 cases	\$13.40 per case Central Poly \$6,700 Total	\$17.34 per case Calico \$8,670.00 Total	\$20.94 per case All American Poly \$10,470.00 Total	\$26.35 per case Alrite \$13,175 Total	\$32.30 per case Fortune \$16,150 Total	\$31.49 per case Fortune \$15,745.00 Total **
3	Large Clear Plastic Liners, 43 X 47 100 per case 2.0 Mil Brand Approx 100 cases	\$19.20 per case Central Poly \$1,920.00 Total	\$22.33 per case Calico \$2,233.00 Total	\$22.99 per case All American Poly \$2,299.00 Total	\$26.00 per case Alrite \$2,600.00 Total	\$34.80 per case Fortune \$3,480.00 Total ***	\$33.96 per case Fortune \$3,396.00 Total ***
	<b>TOTAL for ALL BAGS</b>	\$10,090.00	\$12,634.00	\$17,717.50	\$21,737.50	\$23,710.00	\$27,287.50
	<b>Variations</b>	Stronger Bags \$38.40 - \$5,760.00 \$21.50 - \$10,750 \$26.80 - 2,680.00			Reserve the right to increase 2nd year up to 10% subject to MFRG. increase.		* 30 Cases Min. Order ** 50 Cases Min. Order *** 50 Cases Min. Order Minimum Order 300 Cases Combined
	<b>Delivery</b>	5 to 7 Business Days	21 Days	5 to 20 Days	7 Days		20 Days
	Will you extend your prices to local government entities within the County	No Answer	YES	YES	YES		YES
	<b>THIS IS A TWO (2) YEAR CONTRACT WITH ONE (1) TWO YEAR EXTENSION OR TWO (2) ONE YEAR EXTENSIONS</b>						
	<b>Bid specifications sent to:</b>	Unipack Corp	Star Poly Bag	Midvale paper Box	Prime Vendor		
	<b>Based upon the bids received, I recommend that Central Poly Corp. be awarded the contract as the lowest responsive, responsible bidder.</b>						
		Sincerely,					
		Robert J. McErlane					
		Assist. Purchasing Agent					

51

62

**RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT  
WITH CORE MECHANICAL, INC., FROM NOVEMBER 1, 2014 TO OCTOBER 31,  
2015 IN AN AMOUNT NOT TO EXCEED \$450,000.00**

**WHEREAS**, a Contract for full service maintenance and emergency repair services for heating and air conditioning units (HVAC units) in all Gloucester County buildings was previously awarded to Core Mechanical, Inc.; and

**WHEREAS**, the specifications (PD-11-056) of the Contract provided for an extension at the option of the County for two (2) additional one-year periods, with this being the second extension; and

**WHEREAS**, Peter Scirrotto, Sr., Superintendent of the Department of Buildings and Grounds, has recommended the exercising of the second one (1) year extension to the existing Contract; and

**WHEREAS**, the Contract shall be for estimated services, with a Contract amount not to exceed \$450,000.00, from November 1, 2014 to October 31, 2015. 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 continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Core Mechanical, Inc., for full service maintenance and emergency repair services for HVAC units in all County buildings for an additional one-year period from November 1, 2014 to October 31, 2015 in an amount not to exceed \$450,000.00; and

**BE IT FURTHER RESOLVED**, that before any purchase is made pursuant to this Contract extension, 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 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

GA

	<p>PD-11-056                  Bid Opening 9/28/2011 10:00am                  SPECIFICATIONS AND PROPOSAL FORM FOR PROVIDING HEATING AND AIR CONDITIONING FULL SERVICE MAINTENANCE AND EMERGENCY REPAIR SERVICES FOR GLOUCESTER COUNTY BUILDINGS AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBER CK-01-GC</p>	<p>VENDOR:                  Core Mechanical Inc.                  7905 Browning Rd. Ste. 112B                  Pennsauken, NJ 08109                  Daniel Meissler VP                  856 665-0636                  856 488-2241 Fax</p>	
<p>ITEM DESCRIPTION</p>			
<p>1 Full Service HVAC</p>	<p>Total                  \$249,859.00</p>		
<p>Straight Rate</p>	<p>\$69.90 Per Hour</p>		
<p>Overtime Rate</p>	<p>\$104.85 Per Hour</p>		
<p>Overtime Hours</p>	<p>4:00pm to 7:00am</p>	<p>Mon-Fri and Saturday</p>	
<p>Sundays &amp; Holidays</p>	<p>\$139.80 Per Hour</p>		
<p>Individual Building Prices</p>	<p>See Attached</p>		
<p>Variations: (if any)</p>	<p>NONE</p>		
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>		
<p>Bid specifications sent to:</p>	<p>Peterson Service                  ABM Engineering                  Cofely</p>	<p>GMH Engineers                  AA Duckett                  Marlee Contractors</p>	<p>Carrier                  Herman Goldner                  Allied</p>
<p>THIS IS A TWO (2) YEAR CONTRACT WITH ONE TWO (2) YEAR EXTENSION OR TWO ONE (1) YEAR EXTENSIONS.</p>			
<p>Based upon the bids received, I recommend Core Mechanical be awarded the contract as the lowest responsive, responsible bidder.</p>	<p>Sincerely,</p>		
		<p>Peter M. Mercanti                  Purchasing Agent</p>	

63

**RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT WITH U.S. LUMBER, INC., FROM NOVEMBER 6, 2014 TO NOVEMBER 5, 2015 IN AN AMOUNT NOT TO EXCEED \$80,000.00**

**WHEREAS**, a Contract for the supply of various building materials to the County was previously awarded to U.S. Lumber, Inc.; and

**WHEREAS**, the specifications (PD-13-046) of the Contract provided for an extension at the option of the County for two (2) additional one-year periods, with this being the first extension; and

**WHEREAS**, Peter Scirrotto, Sr., Superintendent of the Department of Buildings and Grounds, has recommended the exercising of a one (1) year extension to the existing Contract; and

**WHEREAS**, the Contract shall be for estimated services, with a Contract amount not to exceed \$80,000.00, from November 6, 2014 to November 5, 2015. 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 continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with U.S. Lumber, Inc., for the supply of various building materials to the County for an additional one year period from November 6, 2014 to November 5, 2015 in an amount not to exceed \$80,000.00; 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 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

G3

	PD 013-046 Bid Opening 9/4/2013 10:00am SPECIFICATIONS AND PROPOSAL FOR VARIOUS BUILDING MATERIALS FOR THE GLOUCESTER COUNTY DEPARTMENT OF BUILDINGS AND GROUNDS	U.S. Lumber Inc. 668 S. Evergreen Ave. Woodbury Hts, NJ 08097 Isabella M. Abele - Pres./CEO 856 853-1770 856 384-8351 Fax	Vendor: U.S. Lumber Inc. 668 S. Evergreen Ave. Woodbury Hts, NJ 08097 Isabella M. Abele - Pres./CEO 856 853-1770 856 384-8351 Fax
ITEM	DESCRIPTION	Prices	
1	SHEETROCK (Fire Rated) 1/2" 4X8 4X10 4X12 5/8" 4X8 4X10 4X12	\$10.99 \$13.75 \$16.50 \$10.99 \$13.75 \$16.50	
2	Metal Studs 8' 10' 12'	\$4.65 \$5.81 \$6.97	
	Wood Studs 8' 2X4 8' 4X4	\$2.99 \$8.99	
3	3 1/2 Metal Track	\$5.99 each	
4	Joint Compound 5 Gallon - Blue 5 Gallon - Green	\$18.99 \$18.99	
5	Drywall Tape (Per Box) Corner Bead (no coat) Suspended Ceiling Materials (Armstrong) 12' Main Runners 12' W/ Angles 48" Cross Tees 24" Cross Tees Support Wire	\$39.99 \$209.99 \$150.99 \$161.99 \$150.99 \$75.99 \$75.99	
	Ceiling Tile (usg#2315) Fire Rated Per Case PLYWOOD ( Birch Unfinished ) 4X8 1/2" 4X8 3/4"	\$59.99 \$49.99 \$59.99 \$21.75 \$30.25	
	PLYWOOD ( CDX Fir ) 4X8 1/2" 4X8 3/4"	\$89.99 \$89.99	
	SCREWS (Sheetrock Type) 50 LB BOX 1" 1 1/4 1 5/8 2" 2 1/2 3"	\$89.99 \$89.99 \$89.99 \$89.99 \$89.99 \$89.99	
6	NAILS Finish (5lb box) 3p Finish (5lb box) 4p Finish (5lb box) 6p Finish (5lb box) 8p Finish (5lb box) 10p Common (5lb box) 6p Common (5lb box) 8p Common (5lb box) 10p Common (5lb box) 12p	\$9.99 \$9.99 \$9.99 \$9.99 \$9.99 \$9.99 \$9.99 \$9.99 \$9.99	

7	Nail Gun Nails (Stanley/Bostitch Only)				
	6p (Per Box)		\$99.99		
	8p (Per Box)		\$99.99		
	10p (Per Box)		\$99.99		
	12p (Per Box)		\$99.99		
	DAP Alex Plus Acrylic Caulk CLEAR		\$4.99		
	DAP Alex Plus Acrylic Caulk WHITE		\$4.99		
	Variations: (if any)				
	Will you extend your prices to local government entities within the County		Yes		
	Bid specifications sent to:	Prime vendor		Mortons Paint Center	
		Warrens Hardware		Construction Journal	
	Term of contract is for one (1) year with an option to extend the term for one (1) 2 year or 2 one (1) year extensions.				
	Based upon the bids received, I recommend U.S. Lumber Inc. be awarded a contract as the lowest responsive responsible bidder.				
				Sincerely,	
				Robert J. McErlane	
				Purchasing	

64

**RESOLUTION TO PURCHASE TWO UTILITY VEHICLES  
FROM ROORKS FARM SUPPLY, INC., FOR \$31,800.00**

**WHEREAS**, the County of Gloucester's Department of Buildings and Grounds has need for two (2) John Deere Gators, equipped with Kubota RTV-X-1120DWL-AS, Kubota Diesel Motor 4WD, Variable Hydro Transmission, 72" STD Plow with Electric Lift, Front Work Lights, Hydraulic Dump Bed, in Kubota Orange Color (hereinafter "vehicles"); and

**WHEREAS**, the County after due notice and advertisement, received sealed bids for the purchase of two such vehicles for use by the County; and

**WHEREAS**, after following the appropriate public bidding procedures, it was determined that Roorks Farm Supply, Inc., with offices at 163 Route 77, Elmer, NJ 08318, was the lowest responsive and responsible bidder to provide the vehicles as per bid specifications PD-14-047 with a purchase price of \$15,900.00 for each vehicle, for a total Contract amount of \$31,800.00; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$31,800.00 pursuant to CAF#14-08405 which amount shall be charged against budget line item #C-04-14-019-315-19401.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) vehicles in the total Contract amount of \$31,800.00 for use by the County's Buildings and Grounds Department is hereby authorized in accordance with and pursuant to the bid submitted by Roorks Farm Supply, Inc. and the specifications promulgated by the County PD-14-047; 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 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 15, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

64

PD 014-047 Bid Opening 9/28/2014 10:00am SPECIFICATIONS FOR SUPPLYING TWO (2) JOHN DEERE GATORS (OR APPROVED EQUAL) TO THE COUNTY OF GLoucester AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CR-01-SC & 16GLCP		VENDOR: Rook's Farmer Supply 163 Route 77 Elmer NJ Daniel Rook, President 856-358-3100 856-358-3740 Fax	
ITEM DESCRIPTION John Deere Gators - 4 Cycle Gas as per specification Cost for Two	\$15,900.00 \$31,800.00	45 Days after PO issued	
DELIVERY ARO Variations: (if any)	Kubota RTV-X-1120DWL-AS Kubota Diesel Motor 4WD Variable Hydro Transmission 72" STD PLOW WITH Electric Lift Front Worklights, Hydraulic Dump Bed Kubota Orange Color		
Will you extend your prices to local government entities within the County	No		
Bid specifications sent to:	Prime Vendor, Garden State Bobcat, Vic Gerard Golf Cars, Construction Journal, Cherry Valley Tractor.		
Based upon the bids received, and after discussing with Scott Hellerman, I recommend that Rook's Farmer Supply be awarded this as the lowest, responsive, responsible bidder.			
	Sincerely,		
	Peter M. Mercanti Purchasing Director		

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-08405 DATE 9/30/14

BUDGET NUMBER C-04-14-019-315-19401

AMOUNT OF CERTIFICATION \$ 31,800.<sup>00</sup>

DEPARTMENT Buildings + Grounds

COUNTY COUNSEL Lynn McClintock

DESCRIPTION OF PRODUCT OR SERVICE

Purchase of two (2) Kubota RTV-X-1120DWL-A3,  
Kubota Diesel Motor 4WD, Variable Hydro trans-  
mission, 72" STD Plow with Electric Lift,  
Front Worklights, Hydraulic dump bed,  
Kubota Orange Color.

VENDOR NAME Roorks Farm Supply, Inc

ADDRESS 163 Route 77

CITY/STATE/ZIP Elmer, NJ 08318

DEPARTMENT HEAD APPROVAL *[Signature]*

PURCHASING AGENT *[Signature]* DATE 9-30-14

FREEHOLDER MEETING DATE October 15, 2014

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

6-5

**RESOLUTION AWARDING A CONTRACT TO BACH ASSOCIATES, PC, FOR ARCHITECTURAL/ENGINEERING WORK FOR THE CONSTRUCTION OF A SPAY AND NEUTER CLINIC FOR THE GLOUCESTER COUNTY ANIMAL SHELTER FROM OCTOBER 15, 2014 TO OCTOBER 14, 2015 FOR \$34,600.00**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders and the Gloucester County Animal Shelter seek to reduce the numbers of unwanted pets and animals that must be euthanized each year within the County of Gloucester; and

**WHEREAS**, the County of Gloucester is in need of professional architectural/engineering services to construct a Spay and Neuter Clinic for the County Animal Shelter; and

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

**WHEREAS**, the evaluation, based on the established criteria, concluded that Bach Associates, PC, with offices at 304 White Horse Pike, Haddon Heights, NJ 08035, made the most advantageous proposal; and

**WHEREAS**, the Contract is for the term of October 15, 2014 to October 14, 2015 for the total Contract amount of \$34,600.00; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$34,600.00 pursuant to CAF#14-08509 which amount shall be charged against budget line item #T-03-08-536-340-20244; 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. 40A:11-5(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 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 Contract between the County and Bach Associates, PC for services as set forth in **RFP 14-036**, from October 15, 2014 to October 14, 2015 for the total Contract amount of \$34,600.00; and

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, on Wednesday, October 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

65

**PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
BACH ASSOCIATES, PC**

**THIS CONTRACT** is made effective the 15<sup>th</sup> 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 **BACH ASSOCIATES, PC**, with offices located at 304 White Horse Pike, Haddon Heights, NJ 08035, hereinafter referred to as “**Contractor**”.

**RECITALS**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders and the Gloucester County Animal Shelter seek to reduce the numbers of unwanted pets and animals that must be euthanized each year within the County of Gloucester; and

**WHEREAS**, the County of is in need of professional architectural/engineering services to construct a Spay and Neuter Clinic for the County Animal Shelter; and

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

**WHEREAS**, the 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**. The term of this Contract shall be for the period October 15, 2014 to October 14, 2015.
2. **COMPENSATION**. The Contract shall be for the total amount of \$34,600.00, as per Contractor’s submission in response to RFP 14-036 dated September 16, 2014.

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP 14-036, and Contractor's responsive proposal dated September 16, 2014, which are incorporated by reference in their entirety, and made part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP 14-036.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP 14-036, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 Contract 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.** 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.

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

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

**21. CONTRACT PARTS.** This Contract consists of this Contract document, RFP 14-036 issued by the County of Gloucester and Contractor's responsive proposal dated September 16, 2014. Should there occur a conflict between this form of Contract and the County's RFP 14-036, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP 14-036 issued by the County and the Contractor's responsive proposal dated September 16, 2014, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 15<sup>th</sup> 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 Contractor 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:**

**BACH ASSOCIATES, PC**

\_\_\_\_\_  
**STEVEN M. BACH, PRESIDENT**

**BASIS OF AWARD**  
 (To be completed by County evaluation committee)  
 (100 Point total will be used to determine the Award)  
 The County will select the vendor deemed most advantageous to the  
 County, based on price and other factors considered.

**RFP-14-036 – Architect / Engineer for Spay Neuter Clinic – Bach Associates**

<b>EVALUATION FACTORS</b>	<b>SCORE</b>
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
<b>A. <u>Proposal contains all required checklist information</u></b> <u>5</u> points All required documentation submitted.	<b>5</b>
<b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> Bach has provided a listing of personnel that appear to be qualified for the type of work involved. Bach Associates provides a various range of Architectural services.  <u>25</u> points	<b>23</b>
<b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> Bach has provided a listing of other successful similar engagements. They have successfully completed similar projects for other Government Agencies.  <u>25</u> points	<b>24</b>
<b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Bach has provided a good detailed plan for completing this project. They provided a good list of activities that will be addressed during construction.  <u>25</u> points	<b>24</b>
<b>E. <u>Reasonableness of Cost Proposal</u></b> Bach has provided a cost proposal for this project that was reasonable, but slightly higher than other proposals.  <u>20</u> points	<b>15</b>
<b>TOTALS</b>	<b>91</b>

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-08509 DATE 10-2-14

BUDGET NUMBER T-03-08-536-340-20244

AMOUNT OF CERTIFICATION \$ 34,600

DEPARTMENT Buildings + Grounds

COUNTY COUNSEL Lynn McClintock

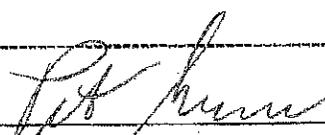
DESCRIPTION OF PRODUCT OR SERVICE

Architectural / Engineering work for the  
Construction of a Spay Neuter Clinic  
for the Animal Shelter as per  
Spec's in RFP # 14-036

VENDOR NAME Bach Associates

ADDRESS 304 White Horse Pike

CITY/STATE/ZIP Haddon Heights NJ 08035

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT \_\_\_\_\_ DATE \_\_\_\_\_

FREEHOLDER MEETING DATE October 15, 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

REQUISITION	
NO.	R4-08849

SHIP TO	GLOUC. CO BUILDINGS & GROUNDS SHADY LANE COMPLEX (251-6700) 254 COUNTY HOUSE ROAD CLARKSBORO, NJ 08020
VENDOR	VENDOR #: BACHA010 BACH ASSOC PC 304 WHITE HORSE PIKE ATTN STEVEN M. BACH HADDON HEIGHTS, NJ 08035

ORDER DATE: 10/02/14  
 DELIVERY DATE: 10/02/14  
 STATE CONTRACT: RFP 014-036  
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PROPOSAL: - Engineering & Architectural Services FOR G.C. Animal Shelter - New Spay and Neuter Clinic AS PER SPECS IN RFP 14-036  DESIGN/CONSTRUCTION/BIDDING DOCUMENTS LUMP SUM \$34,600	T-03-08-536-340-20244 Spay & Neuter Clinic	34,600.0000	34,600.00
			TOTAL	34,600.00

  
 REQUESTING DEPARTMENT

  
 DATE



Engineers  
Architects  
Planners  
Surveyors  
Environmental  
Scientists

Request for Proposal  
for Architectural / Engineering  
work for the Construction of a  
Spay and Neuter Clinic for  
Gloucester County Animal Shelter

For

**Gloucester County  
Animal Shelter**

304 White Horse Pike  
Haddon Heights, NJ 08035  
Tel: 856 546 8611  
Fax: 856 546 8612

Steven M. Bach, PE, RA, PP, CME  
President

Dirk Muits III, AIA, NCARB  
Vice President - Architecture

Mark R. Basehore, Jr., PE  
Vice President - Engineering

Leah Furey, PP, AICP  
Vice President - Planning



County of Gloucester  
Purchasing Department  
Two South Broad Street  
Woodbury, New Jersey 08096

September 16, 2014



September 16, 2014

County of Gloucester  
Purchasing Department  
County Administration Building  
Two South Broad Street  
Woodbury, New Jersey 08096

Attn: Pete Mercanti, Director

Re: Request for Proposal for Architectural / Engineering work for the Construction of a Spay and Neuter Clinic for Gloucester County Animal Shelter

Dear Mr. Mercanti:

On behalf of the entire Bach Associates staff, I am pleased to enclose one (1) original copy and five (5) copies of our Proposal for Architectural / Engineering work for the Construction of a Spay and Neuter Clinic for the Gloucester County Animal Shelter.

Bach Associates provides dedicated and personal service while always maintaining focus on achieving cost effective solutions. In fact, due to the current economic climate, Bach Associates has not increased our hourly rates in 2014. As such, our 2014 hourly rates proposed herein are the same as our 2008 thru 2013 hourly rates.

We welcome the opportunity to continue to provide professional services to the County of Gloucester and believe that Bach Associates' in house integration of architects, engineers, planners, surveyors, and environmental scientists provides for the depth of professional experience needed by the County of Gloucester in achieving project goals in a professional, timely, and cost effective manner.

We thank you for your consideration of Bach Associates. If there are any questions, comments, or if any additional information is required, please contact the undersigned at (856) 546-8611.

Very truly yours,  
BACH ASSOCIATES, PC



Steven M. Bach, PE, RA, PP, CME  
President



Cover  
Letter

**County of Gloucester Animal Shelter**

**Project: Spay and Neuter Clinic**

**PROJECT FEE**

Interior Fit-out Construction Documents – Construction documents will be prepared based on the requirements of the OWNER. Preparation of architectural and engineering plans suitable for submitting for construction permits will be prepared for the new pole building based on the conceptual design plans prepared by this office. The construction documents will comply with local codes and ordinances and will be in keeping with the design parameters as provided by OWNER.

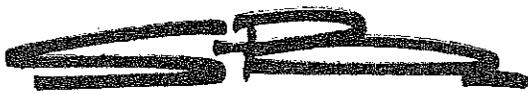
The construction documents will consist of scaled floor plan(s) and sufficient information and will be organized as follows:

- Architectural Floor Plans
- Elevations
- Electrical Plans
- Mechanical Plans
- Plumbing Plans
- Related Details

This proposal is for the interior fit-out of the pole barn structure.

Design/Construction/Bidding Documents:      Lump Sum Fee      \$ 34,600

SIGNATURE:



TITLE:

Steven M. Bach, PE, RA, PP, CME  
President



**BACH**  
Associates

**Section**  
**E**

**E. Professional Fees**Budget for Proposal for Special Services  
Cincinnati County Animal Shelter  
7000 474-036**2014 / 2015 PER DIEM RATE SCHEDULE****BY PERSONNEL CLASSIFICATION**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PRINCIPAL	\$ 145.00
PRINCIPAL PLANNER/PLANNER IN CHARGE	\$ 140.00
DEPARTMENT HEAD	\$ 135.00
SENIOR PROJECT MANAGER	\$ 130.00
PROJECT MANAGER	\$ 122.00
SENIOR ENGINEER / ARCHITECT/PLANNER	\$ 110.00
ENGINEER/ARCHITECT/PLANNER	\$ 97.00
DIRECTOR OF ENVIRONMENTAL SERVICES	\$ 97.00
SENIOR ENVIRONMENTAL SCIENTIST	\$ 95.00
ENVIRONMENTAL SCIENTIST	\$ 90.00
SENIOR DRAFTSPERSON	\$ 85.00
DRAFTSPERSON	\$ 75.00
SENIOR CONSTRUCTION OBSERVER	\$ 95.00
CONSTRUCTION OBSERVER	\$ 90.00
SENIOR TECHNICIAN	\$ 90.00
TECHNICIAN	\$ 85.00
DIRECTOR OF SURVEY	\$ 120.00
PARTY CHIEF	\$ 85.00
PARTY CHIEF WITH ROBOT SURVEYOR	\$ 165.00
2 PERSON SURVEY CREW	\$ 165.00
SURVEY TECHNICIAN	\$ 80.00
TECHNICAL TYPIST	\$ 60.00
SECRETARY / CLERK	\$ 45.00

Charges for professional services rendered will be calculated on the total hours expended in each classification. Personnel classifications can be obtained upon request to the Administrative Manager. All time expended is considered on a portal basis. Overtime authorized by the client will be charged at 1.5 multiple of the standard rate.

**BACH**  
Associates**Section**  
**E**

**RESOLUTION AWARDING A CONTRACT TO PATRIOT ROOFING, INC.,  
FOR ALL LABOR AND MATERIALS FOR THE INSTALLATION OF A NEW  
ROOF AT THE ANIMAL SHELTER FOR \$39,860.00**

6-6

**WHEREAS**, the County of Gloucester had advertised and received sealed bids for all labor and materials for the installation of a new roof at the County Animal Shelter, 1200 North Delsea Drive, Clayton, NJ as per bid PD-14-046; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Patriot Roofing, Inc., with offices at 2083 Jacksonville-Jobstown Road, Jobstown, NJ 08041 was the lowest responsive and responsible bidder to perform said services for the total Contract amount of \$39,860.00; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$39,860.00 pursuant to CAF#14-08508, which amount shall be charged against budget line item #C-04-08-018-310-18259.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Contract for all labor and materials for the installation of a new roof at 1200 North Delsea Drive, Clayton, NJ, is hereby authorized in accordance with and pursuant to the bid submitted by Patriot Roofing, Inc., and the specifications promulgated by the County, and 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 Contract for the total amount of \$39,860.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 15, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

66

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
PATRIOT ROOFING, INC.**

**THIS CONTRACT** is made effective the 15<sup>th</sup> 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 **PATRIOT ROOFING, INC.**, with offices at 2083 Jacksonville-Jobstown Road, Jobstown, NJ 08041, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply of all labor and materials for the installation of a new roof at the 1200 North Delsea Drive, Clayton, NJ, Animal Shelter Building as set forth in **PD-14-046**; and

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

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

**TERMS OF AGREEMENT**

- 1. COMMENCEMENT OF SERVICES.** Contractor shall commence services upon the County's issuance of a notice to proceed, and shall complete all work within a reasonable period of time. Contract term shall not exceed one (1) year from the date of September 25, 2014.
- 2. COMPENSATION.** Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-14-046, for the total Contract amount of \$39,860.00.

Contractor 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 Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

- 3. DUTIES OF CONTRACTOR.** The Contractor will supply all labor and materials for the installation of a new roof at the Gloucester County Animal Shelter located at 1200 North Delsea Drive, Clayton, NJ as per the specifications identified as PD-14-046, which is incorporated by reference and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of 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 Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

**A.** Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-14-046, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

**7. NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

**8. INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this Contract 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.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

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

14. **ALTERNATIVE DISPUTE RESOLUTION AND PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the Gloucester County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within 10 days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et seq., be submitted to non-binding mediation.

If mediation is demanded for any dispute for which mediation is available, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the Contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the Contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this Contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (2) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each

person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws,

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

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

20. **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 specifications identified as PD-14-046, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is dated this 15<sup>th</sup> 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 Contractor 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:**

**PATRIOT ROOFING, INC.**

\_\_\_\_\_  
**BY: JOHN E. REILLEY, PRESIDENT**

**BASIS OF AWARD**

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

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

**RFP-14-035 – Consulting Services for Implementation of 700 MHz Radio System  
Mission Critical Partners**

<b>EVALUATION FACTORS</b> Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	<b>SCORE</b>
<b>A. <u>Technical Proposal contains all required information</u></b> All required documentation submitted.  <u>  5  </u> points	<b>5</b>
<b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> Qualifications and experience of staff to be assigned are excellent. This company has expanded to over 77 Full and part employees over the last 5 years.  <u> 25 </u> points.	<b>24</b>
<b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> Mission critical has engaged in many similar projects. Most projects of this type were performed in PA.  <u> 25 </u> points.	<b>23</b>
<b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Work plan proposed is realistic and thorough, displaying knowledge of requirements.  <u> 25 </u> points.	<b>23</b>
<b>E. <u>Reasonableness of Cost Proposal</u></b> Cost proposal was the lowest submitted for work listed in the RFP. <u> 20 </u> points.	<b>17</b>
<b>TOTALS</b>	<b>92</b>

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-08508 DATE 10/3/14

BUDGET NUMBER C-04-08-018-310-18259

AMOUNT OF CERTIFICATION \$ \$39,860.00

DEPARTMENT Buildings & Grounds

COUNTY COUNSEL Lynn McClintock

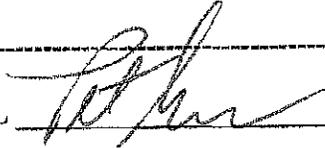
DESCRIPTION OF PRODUCT OR SERVICE

Supplying of all Labor and material  
for installation of a new Roof  
at 1200 North Delsea Drive Animal  
Shelter

VENDOR NAME Patriot Roofing Inc

ADDRESS 2083 Jacksonville-Jobstown Rd

CITY/STATE/ZIP Jobstown NJ 08041

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT \_\_\_\_\_ DATE 10/2/14

FREEHOLDER MEETING DATE October 15, 2014

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

<p>PD 014-046          Bid Opening 9/25/2014 10:00am</p>					
<p>SPECIFICATIONS AND PROPOSAL FORM FOR THE          SUPPLYING OF ALL LABOR AND MATERIALS FOR THE          INSTALLATION OF A NEW ROOF AT 1200 NORTH DEL SEA DR.          ANIMAL SHELTER BUILDING FOR THE COUNTY OF          GLOUCESTER</p>					
<p>VENDOR:          Torlorice Contractors Corp.          161 Blackwood Barnston Rd.          Sewell NJ 08080          Rocca Torlorice Chief Operating Officer          856 282-2222          856 282-3243 Fax</p>		<p>VENDOR:          RGB Solutions LLC          142 Spruce Ave          Westville, NJ 08093          Richard Bennett - President          856 264-6083          856 457-6937 Fax</p>		<p>VENDOR:          Patriot Roofing Inc.          2083 Jacksonville-Jobstown Rd          Jobstown, NJ 08041          John Reilly - President          (609) 723-8888          (609) 723-6867 Fax</p>	
<p>VENDOR:          Roof Management Inc.          615 Wayside Rd.          Neptune NJ 07753          Andrew Clark- President          732-922-0493          732-922-1981</p>					
<p>DESCRIPTION</p>					
<p>LUMP SUM</p>		<p>\$33,290.00</p>		<p>\$29,900.00</p>	
<p>Completion Days</p>		<p>30 Days</p>		<p>10 Days</p>	
<p>Variations: (If any)</p>		<p>NONE</p>		<p>NONE</p>	
<p>Will you extend your prices to local government entities within the County</p>		<p>N/A</p>		<p>N/A</p>	
<p>Bid specifications sent to:</p>		<p>CIS          Prima Vendor          S&amp;F          Seal Roofing Co.          Robert Garner Contractors</p>		<p>Bluebook Building &amp; Con.          Reed Construction Data          Bid Clerk          JCR Systems          D.A. Note</p>	
<p>Based upon the bids received, I recommend that Patriot Roofing Inc. be awarded the contract as the lowest responsive, responsible bidder.</p>		<p>Sincerely,          Peter M. Mercanti          Purchasing Director</p>			

C.M. - 08-018-310-18259

