

AGENDA

7:00 p.m. Wednesday, September 2, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes and closed session minutes from August 19, 2015.

P-1 Certificate Presenting the NJAC/PSE&G Scholarship Program Award to local recipient, Bridget Black (Simmons) (to be presented)

P-2 Proclamation Honoring Eloise W. Benson, a Deptford resident on her 100th Birthday on 8/22/2015 (DiMarco) (previously 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 AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE EXAGRID EX20-GRID RAW SYSTEM FROM SEPTEMBER 18, 2015 TO SEPTEMBER 17, 2016 FOR \$15,431.52.

This Resolution authorizes a Contract with Comm Solutions, 140 Quaker Lane, Malvern, PA 19355, to provide support and maintenance of the ExaGrid EX20-Grid Raw and the ExaGrid EX7000 Raw Systems to cover the established strategic County backup and recovery site for Emergency Management in Clarksboro and to also support the existing Information Technology facility in Clayton keeping with our Strategic Information Technology Plan. This Contract is for a total amount of \$15,431.52 from September 18, 2015 to September 17, 2016 and is awarded pursuant to N.J.S.A. 40A:11-5(dd). CAF# 15-06893 was obtained to certify funds.

A-2 RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE NIMBLE STORAGE AREA NETWORK FROM OCTOBER 3, 2015 TO OCTOBER 2, 2016 FOR \$10,586.40.

This Resolution authorizes a contract with Comm Solutions located at 140 Quaker Lane, Malvern, PA 19355 which provides maintenance and support for the Nimble Storage Area Network located in Clayton. Comm Solutions is the Regional Partner for Nimble which is the technology leader of Adaptive Flash Storage Solutions. Within this single platform The Nimble adaptive flash platform allows IT to apply multiple service levels to address a wide range of enterprise applications. Adaptive Flash is based on CASL, Nimble Storage’s patented Cache-Accelerated Sequential Layout architecture, and InfoSight, the company’s automated cloud-based management and support system. CASL allows performance and capacity to be scaled seamlessly and independently to accommodate datacenter growth and InfoSight ensures flash will be deployed intelligently to satisfy the fluctuating requirements of enterprise applications, eliminating the wasteful overprovisioning of storage resources. This Contract is for a total amount of \$10,586.40 from October 3, 2015 to October 2, 2016 and is awarded pursuant to N.J.S.A. 40A:11-5(dd). CAF# 15-06985 was obtained to certify funds.

A-3 RESOLUTION APPROVING APPOINTMENT TO THE AGRICULTURAL DEVELOPMENT BOARD.

This Resolution appoints Charles Romick to the board due to the resignation of Joseph Randazzo for the remainder of his term ending March 21, 2019.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO FIRST PRIORITY EMERGENCY VEHICLES, FOR \$242,000.00.

This Resolution authorizes the remounting of four (4) Horton Ambulances on vendor supplied 2016 E450 Ford cutaway chassis for use by the Gloucester County Department of Emergency Management EMS Division. The Purchasing Department sent out a bid request PD-015-039 and it is recommended that the contract be awarded to First Priority Emergency Vehicles. C.A.F. #15-07059 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS****FREEHOLDER SIMMONS
FREEHOLDER CHRISTY****C-1 RESOLUTION AUTHORIZING A CONTRACT WITH TAGS AUTO SUPPLY FROM OCTOBER 19, 2015 TO OCTOBER 18, 2017 IN AN AMOUNT NOT TO EXCEED \$140,000.00 PER YEAR.**

This Resolution authorizes the award of a contract with Tags Auto Supply located at 12 W. High Street, Glassboro, New Jersey 08028, for the supply and deliver of automotive parts and accessories for County vehicles as per bid specifications Bid PD #015-040. The contract will be open-ended, and the term of same will be for a two (2) year period, from October 19, 2015 to October 18, 2017, with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods, in an amount not to exceed \$140,000.00 per year.

C-2 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIRS TO CARS AND LIGHT TRUCKS FOR TWO YEARS THROUGH SEPTEMBER 4, 2017 IN AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR.

This Resolution authorizes the extension of the contract that was originally entered into on September 5, 2014 with South Jersey Truck Repairs (500 Cenco Boulevard, Clayton, New Jersey 08312) for vehicle collision repairs to cars and light trucks, as per Bid PD#014-031. The contract allowed for one (1) two year or two (2) one year extensions. The County is exercising the option to extend the contract for two (2) years through September 4, 2017 in an amount not to exceed \$30,000.00 for each year.

C-3 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIRS TO HEAVY DUTY TRUCKS FOR TWO YEARS THROUGH SEPTEMBER 4, 2017 IN AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR.

This Resolution authorizes the extension of the contract that was originally entered into on September 5, 2014 with South Jersey Truck Repairs (500 Cenco Boulevard, Clayton, New Jersey 08312) for vehicle collision repairs to heavy duty trucks, as per Bid PD#014-032. The contract allowed for one (1) two year or two (2) one year extensions. The County is exercising the option to extend the contract for two (2) years through September 4, 2017 in an amount not to exceed \$30,000.00 for each year.

C-4 RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT WITH SOUTH STATE, INC. TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$2,500,000.00 PER CONTRACT YEAR.

This Resolution will authorize the County to modify an existing Contract with South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, 202 Reeves Road, Bridgeton, NJ 08302. This Amendment will provide for the increased quantity of contract Line Item #1, HMA 12.5 H64 Surface Course (\$61.15); Line Item #2, HMA 9.5 M64 Leveling Course (\$62.15); Line Item #3, Base Course (\$60.00) (collectively referred to as "HMA items") for the County's Public Works/Highway Division for use on County roadways per County bid specification PD# 015-008. The existing contract was awarded March 4, 2015 and provides the County with the above goods and services on an "as-needed/on-call basis" for an amount not to exceed \$1,000,000.00 for a one (1) year period from March 4, 2015 to March 3, 2016, with the County reserving the option to extend the contract for one (1) two year extension or two (2) one year extensions, for an amount not to exceed \$1,000,000.00 per contract year. This Amendment will increase the maximum contract amount not to exceed \$2,500,000.00 per contract year, thereby allowing for additional delivery and overlay of hot mix asphalt (HMA) items on County roadways. Engineering amendment.

C-5 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 16-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$57,875.00 FOR THE FISCAL YEAR 2016 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM.

The Supportive Regional Highway Planning Program (SRHPP) grant has been received by the County for over 25 years and contributes to the Planning Division's highway and transportation planning services. This grant will be for a total amount of \$57,875.00, which includes \$39,100.00 cash grant funds and County in-kind services of \$18,775.00. The SRHPP contributes to the County's transportation highway planning activities including: (1) preparation of the New Jersey Department of Transportation's multi-million dollar Transportation Improvement Program (TIP), and the formulation of the DVRPC managed Federal Surface Transportation funding program, through which Gloucester County receives funding for various critical infrastructure improvements; (2) participation in various planning activities; including development of the Long Range Plan; participation on selection review committees for various grant programs administered by DVRPC (3) formulation of the County's Inventory of Transportation Problems; and (4) data management activities such as traffic counts and County road easements and review of impacts new development may have on County transportation network.

C-6 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 16-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2016 REGIONAL GIS PROGRAM.

This agreement funds Gloucester County's continued participation in the development of DVRPC's Regional GIS Implementation and Coordination Program. The program is arranged to support the use of transportation data files provided by the State of New Jersey and participating federal agencies. The

grant supports the development, maintenance, and sharing of transportation-related data and this project also allows the County to provide the state with additional files that are best fashioned at County and local levels, providing the state with accurate characteristics of roadways, rail systems, as well as assets like guiderail or signs in Gloucester County. Staff will be responsible for participating in the development of transportation network geography, compiling database elements and data sharing, this includes completing mapping requests from County departments as well. This grant enables the County to have a complete file of highway, rail and local road systems. The funds will be used to reimburse staff time as well as make necessary upgrades for computer capabilities.

C-7 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 16-63-022 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$48,350.00 FOR FISCAL YEAR 2016 TRANSIT SUPPORT PROGRAM.

This grant will be for a total amount of \$48,350.00, which includes \$38,680.00 cash grant funds and County in-kind services of \$9,670.00. The Transit Support Program, contributes to the County's ability to improve the efficiency of the regions public transportation network by carrying out a comprehensive local transit planning program. This program supports staff to provide comments and recommendations for improvements to the transit network and also gives the County a voice when determining future transit improvements or changes. This grant allows staff to serve on vital steering committees including the Local Citizens Transportation Advisory Board and also on committees dealing with projects managed by agencies including New Jersey Transit, NJ Department of Transportation, the Delaware Valley Regional Planning Commission and the Delaware River Port Authority.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING CONTRACTS WITH S.J. FARMERS EXCHANGE, INC., FISHER & SON COMPANY, INC., MITCHELL PRODUCTS, LLC, SEETON TURF WAREHOUSE, JOHN DEERE LANDSCAPES, HELENA CHEMICAL CO., SYNATEK SOLUTIONS, INC., AND CROP PRODUCTION OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$127,000.00.

This Resolution authorizes contracts for the supply and delivery of specific grass seed, topdressing, fertilizers and plant protectant products for the Pitman Golf Course and the Veterans Cemetery per PD-015-031 as follows:

- S.J. Farmers Exchange, Inc. in an amount not to exceed \$18,000.00,
- Fisher & Son Co. in an amount not to exceed \$20,000.00,
- Mitchell Products, LLC in an amount not to exceed \$7,000.00,
- Seeton Turf Warehouse in an amount not to exceed \$3,000.00
- John Deere Landscapes in an amount not to exceed \$18,000.00,
- Helena Chemical Co. in an amount not to exceed \$20,000.00,
- SynaTek Solutions, Inc. in an amount not to exceed \$16,000.00, and
- Crop Production Services in an amount not to exceed \$25,000.00.

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

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT TO ALL RISK, INC. FOR \$43,649.38.

This Resolution authorizes an emergency contract to All Risk, Inc., 501 Kennedy Blvd., Somerdale, NJ 08083 for damage assessment and emergency repair of various areas of the Mullica Hill Library. Flood damage was sustained to Library ceilings, walls and floors due to freezing and breaking of a sprinkler pipe on February 17, 2015. (The Library is an independent entity of the County with control over its own budget. However, the Library facility is a County-owned building requiring the County to provide and fund structural maintenance and repairs.) The total contract amount with All Risk, Inc. was \$55,182.07. The Library has paid \$11,532.69 from its operating budget leaving a balance of \$43,649.38 related to structural expense. The scope of services is as per Contractor's Invoice 2015-02-17-FREEZE15. CAF #15-06984 has been certified to obtain funds.

F-2 RESOLUTION ACCEPTING BEQUEST OF \$10,185.00 TO THE COUNTY ANIMAL SHELTER FROM THE ESTATE OF DIANA M. GEBHARD.

This Resolution authorizes the County's acceptance of the referenced bequest on behalf of the Animal Shelter. There may also be a modest supplemental distribution to the County upon finalization of expenses associated with decedent's estate.

F-3 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH JERSEY OVERHEAD DOOR CO., INC., FROM SEPTEMBER 19, 2015 TO SEPTEMBER 18, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00 FOR YEAR ONE AND AN AMOUNT NOT TO EXCEED \$50,000.00 FOR YEAR TWO.

This Resolution authorizes a contract to South Jersey Overhead Door Co., Inc., for the repair and replacement of existing overhead doors as well as the installation of new doors at various County buildings per specifications PD # 015-028. This contract is from September 19, 2015 to September 18, 2017 in amounts not to exceed \$80,000.00 for the first year and \$50,000.00 for the second year. The County has an option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods.

F-4 RESOLUTION AUTHORIZING A CONTRACT WITH EAST ORANGE GENERAL HOSPITAL FROM SEPTEMBER 1, 2015 TO AUGUST 31, 2016 IN AN AMOUNT NOT TO EXCEED \$500,000.00.

This Resolution authorizes execution of a one year contract with East Orange General Hospital for provision of health care services at the Secure Medical Unit located within the hospital with the option to extend the contract for one (1) two (2) year term or two (2) one (1) year terms. The hospital will provide both inpatient and outpatient services. Gloucester County Department of Corrections will utilize the services at the Secure Medical Unit when an inmate's medical needs are better met by the services provided in this specialized medical unit while the County will realize significant savings in security-related costs.

F-5 RESOLUTION AUTHORIZING EXECUTION OF THE FY 2016 IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE STATE DIVISION OF FAMILY DEVELOPMENT FOR THE COUNTY SHERIFF FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 FOR \$496,052.00

The County has previously entered into yearly Title IV-D NJKiDS Reimbursement Agreements with the New Jersey Division of Family Development (NJDFD), which set forth performance standards and reimbursement procedures for the Sheriff's Department for arrest services where bench warrants pertaining to child support and paternity matters have been issued. These are statewide agreements available to all County Sheriffs. This Resolution authorizes the execution of the Fiscal Year 2016 Agreement, for the period October 1, 2015 to September 30, 2016, in the amount of \$496,052.00. The amount of the award is based upon employee salaries, the number of individuals arrested, and the amount of child support collected by the courts.

F-6 RESOLUTION AUTHORIZING AN APPLICATION WITH THE STATE DIVISION OF CRIMINAL JUSTICE FOR THE 2015 BODY ARMOR REPLACEMENT GRANT.

The New Jersey Division of Criminal Justice Body Armor Replacement Grant Program awards body armor (vests) replacement grants annually to effectuate a five-year vest replacement cycle. The Program requires annual renewal applications. The County, through the County Sheriff, desires to apply for renewal of the Grant for 2015 for the purchase of the vests for Sheriff's Department employees. The County has in previous years applied for and received the grant funding. This Resolution authorizes the execution of any documents necessary for such application. The number of vests to be purchased will be determined by the amount of the grant award as determined by the State. The term of the grant is November 5, 2015 to March 19, 2016.

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

Old Business

New Business

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

Adjournment

MINUTES

7:00 p.m. Wednesday, August 19, 2015

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	
Jefferson	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Chief Counsel Lyons

Changes to the Agenda - pulled A-1

Approval of the regular meeting minutes and closed session minutes from August 5, 2015.

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

Comments: N/A

49381 Proclamation recognizing Tyler John Ellis on achieving Rank of Eagle Scout (Jefferson) (previously presented)

PUBLIC HEARING and SECOND READING

49382 ORDINANCE TO AMEND THE SCHEDULE OF FEES FOR EMERGENCY MEDICAL SERVICES.

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

ADOPT

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION CLAIM CAPTIONED THOMAS BAALS V. GLOUCESTER COUNTY, C.P. 2013-28700.

	Motion	Second	Yes	No	Abstain
Chila					
Barnes					
Christy					
DiMarco					
Simmons					
Jefferson					
Damminger					

PULLED

Comments: N/A

49383 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF AUGUST 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		15-05730 15-05576
Christy			X		
DiMarco			X		
Simmons		X	X		14-08915 15-05616 15-01484 15-01486 15-03858
Jefferson			X		
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**

49384 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #04-FINAL WITH P & A CONSTRUCTION, INC. BY \$188,458.91.

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

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

49385 RESOLUTION AUTHORIZING MODIFICATION AND RENEWAL OF THE SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND ROWAN UNIVERSITY FOR FUNDING OF THE MEGAN M. GIORDANO FELLOWSHIP FROM SEPTEMBER 1, 2015 TO AUGUST 31, 2016 WITH A TOTAL COST TO THE COUNTY OF \$45,303.00.

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

Comments: N/A

49386 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH COMMONWEALTH CULTURAL RESOURCES GROUP, INC., D/B/A JMA IN AN AMOUNT NOT TO EXCEED \$2,000.00 RESULTING IN A REVISED CONTRACT AMOUNT NOT TO EXCEED \$44,200.00.

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

Comments: N/A

49387 RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION #49277 BY REDUCING THE ACQUISITION PRICE OF THE DEVELOPMENT EASEMENT BY \$9,900.00 AND REVISING THE AGREEMENT OF SALE FOR A TOTAL AMOUNT OF \$862,200.00.

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

Comments: N/A

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

49388 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE NJ DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE 2015 STATE BODY ARMOR REPLACEMENT GRANT PROGRAM IN AN AMOUNT TO BE DETERMINED FROM AUGUST 29, 2015 TO AUGUST 28, 2016.

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

Comments: N/A

49389 RESOLUTION TO CONTRACT WITH PEOPLE FOR ANIMALS, INC., TO PERFORM SPAY/NEUTER SERVICES FROM AUGUST 19, 2015 TO AUGUST 18, 2020.

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

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

FREEHOLDER JEFFERSON
FREEHOLDER BARNES

49390 RESOLUTION ENDORSING THE YOUTH SERVICES COMMISSION 2016 PLAN UPDATE AND AUTHORIZING THE COUNTY TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR STATE/COMMUNITY PARTNERSHIP AND FAMILY COURT FUNDS TOTALING \$557,805.00.

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

Comments: N/A

49391 RESOLUTION ENDORSING THE COUNTY COUNCIL ON JUVENILE JUSTICE SYSTEM IMPROVEMENT & YOUTH SERVICES COMMISSION'S 2016 JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI) INNOVATIONS PROPOSALS AND AUTHORIZING THE COUNTY TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR THE JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI) INNOVATIONS GRANT, IN THE TOTAL AMOUNT OF \$123,663.00.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment 7:11 pm

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

Comments: N/A

PI

Gloucester County

Board of Chosen Freeholders
Proclamation

~ In Honor Of ~

Eloise W. Benson

100th Birthday Celebration ~ August 22, 2015

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Eloise W. Benson, as family and friends gather together to celebrate her 100th Birthday; and

WHEREAS, Eloise was born to Bert and Ida Mae Chew Wilson on August 22, 1915. Growing up in Trenton, New Jersey, Eloise would spend summers at the home of her grandparents, Charles and Letitia Dillon Chew in Allentown, New Jersey; and

WHEREAS, Eloise graduated from Trenton Central High School in 1933. She attended the Berean Business Institute in Philadelphia and received her degree in 1939. After obtaining her degree, she began employment with the U.S. Postal Service in Philadelphia and later was employed as a worker for the 1950 Census Bureau; and

WHEREAS, in 1950, Eloise started working in the Typing Pool for the U.S. Army Electronic Command in Philadelphia. When the U.S. Army Electronic Command moved from Philadelphia she accepted a transfer with the Social Security Administration as a Claims Authorizer. After working for the federal government for over 25 years, she retired in 1977; and

WHEREAS, Eloise married Edward Louis Benson, Sr. from Philadelphia, Pennsylvania on September 1, 1940, raised one daughter, the late Dr. Brenda Benson-Burrell and one son, Edward Louis Benson. Through the years the family has grown to include four grandchildren, five great-grandchildren and many loving nieces and nephews; and

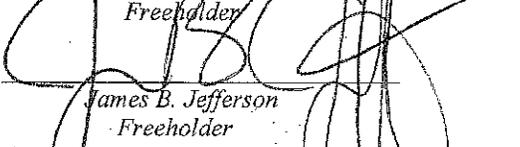
WHEREAS, in 1953, Eloise and family moved from Philadelphia to Deptford, New Jersey and became a member of the First Baptist Church of Jericho in Deptford, New Jersey. Eloise was also a member of the Community Mothers Club of Deptford, New Jersey, serving in various leadership roles including President, Treasurer and Publicity Chairperson; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and congratulate Eloise W. Benson on celebrating her 100th Birthday on August 22, 2015.

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 22nd day of August, 2015.

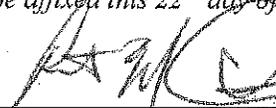

Giuseppe (Joe) Chila
Freeholder Deputy Director


Daniel Christy
Freeholder

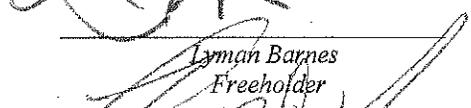

James B. Jefferson
Freeholder

Attest:

Chad M. Bruner, Administrator/Clerk of the Board


Robert M. Damming
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Bridget Black

*It is with great pleasure that the 2015 Gloucester County Board of Chosen Freeholders
recognizes you as the recipient of the
NJAC Foundation & PSEG Foundation Scholarship Program Award 2015*

Giuseppe (Joe) Chila,
Freeholder Deputy Director

Robert M. Damming,
Freeholder Director

Lyman Barnes,
Freeholder

Daniel Christy,
Freeholder

Frank J. DiMarco,
Freeholder

James B. Jefferson,
Freeholder

Heather Simmons,
Freeholder Liaison

A-1

RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE EXAGRID EX20-GRID RAW SYSTEM FROM SEPTEMBER 18, 2015 TO SEPTEMBER 17, 2016 FOR \$15,431.52

WHEREAS, the County of Gloucester requires support and maintenance of the ExaGrid EX20-Grid Raw and the ExaGrid EX7000 Raw to cover the established strategic county backup and recovery site for Emergency Management in Clarksboro and to also support the existing Information Technology facility in Clayton keeping with our Strategic Information Technology Plan. Comm Solutions is the distributor for ExaGrid – the manufacturer of required proprietary hardware and software; and

WHEREAS, the proprietary software value added reseller of the product is Comm Solutions with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$15,431.52 pursuant to CAF#15-06893, which amount shall be charged against budget line item #5-01-20-140-001-20370; and

WHEREAS, the service related to this contract is the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(dd); and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Gloucester County does hereby agree to a contract with Comm Solutions for the support and maintenance of the ExaGrid EX20-Grid Raw and the ExaGrid EX7000 Raw systems for the total contract amount of \$15,431.52 from September 18, 2015 to September 17, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 2, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

A-1

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
COMM SOLUTIONS**

THIS CONTRACT is made effective this 18th day of September, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **COMM SOLUTIONS** with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355 hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester needs continuation Support and Maintenance of the ExaGrid EX20-Grid Raw and the ExaGrid EX7000 Raw to cover the established Strategic County Backup and Recovery Site for Emergency Management in Clarksboro and to also support the existing Information Technology facility in Clayton keeping with our Strategic Information Technology Plan. Comm Solutions is the distributor for ExaGrid – the manufacturer of required proprietary hardware and software; and

WHEREAS, the services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(dd); and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** Contractor shall provide the ExaGrid Ex-20 Raw and the ExaGrid Ex7000 Raw for the backup and recovery site program from September 18, 2015 to September 17, 2016.
2. **COMPENSATION.** The total contract amount is \$15,431.52. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Comm Solutions Quote #CSCQ69561 dated 8/13/15, which are incorporated herein and made a part hereof by reference.

- 5x8 One Year Support & Maintenance – Renewal for ExaGrid EX20-Grid Raw – 48TB Capacity System (SN: CT412082000005 & SN: CT412082401289) = \$11,144.99
- 5x8 One Year Support & Maintenance – Renewal for ExaGrid EX7000 Raw – 16TB Capacity System (SN: CT412082000004) = \$4,286.53

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 18th day of September, 2015.

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

ATTEST:

THE COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK
OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COMM SOLUTIONS

(Please Print Name)

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-06893 DATE 8/13/2015

BUDGET NUMBER 5-01-20-140-001-20370

AMOUNT OF CERTIFICATION \$ 15,431.52

DEPARTMENT I.T.

COUNTY COUNSEL Emmett Peimes

DESCRIPTION OF PRODUCT OR SERVICE

One (1) yr support + maint of the ExaGrid ex-20
RAW and the ExaGrid EX7000 RAW for the Backup
and recovery site for Emergency Mgt. in Clarksboro
and also support for IT Facility in Clayton
Contract term 9/18/15 - 9/17/16

VENDOR NAME Comm Solutions

ADDRESS 140 Quaker Lane

CITY/STATE/ZIP Malvern, PA. 19355

DEPARTMENT HEAD APPROVAL *William R. [Signature]*

PURCHASING AGENT *[Signature]* DATE 8/18/15

FREEHOLDER MEETING DATE Sept 2, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

Sept 2
MULLIN



QUOTE

David Barnes
Account Executive
610-644-5155
610-889-0484
Email: orders@commsolutions.com

140 Quaker Lane
Malvern, PA 19355
800-795-7559

Date	Quote #
08/13/15	CSCQ69561

Bill To: COUNTY OF GLOUCESTER
 GEORGE GRASSO
 115 BUDD BLVD
 WOODBURY, NJ 08096

Phone: (856)853-3374
Fax:

Ship To: COUNTY OF GLOUCESTER
 GEORGE GRASSO
 1 NORTH BROAD STREET
 WOODBURY, NJ 08096

Phone: 856-307-6694
Fax:

Terms	Rep	P.O. Number	Ship Via
Net.30	David Barnes		EMAILED

Ln #	Qty	Description	Unit Price	Ext. Price
1		Coverage Dates: 9/18/2015 - 9/17/2016		
2	1	EX-20GRID-1YRMS-S-RNWL 5x8 One Year Support & Maintenance Renewal for ExaGrid EX20Grid Raw 48TB Capacity System SN: CT412082000005 SN: CT412082401289	\$11144.99	\$11144.99
3	1	EX-1YR-MS-S-RNWL 5X8 One Year Support & Maintenance - Renewal for ExaGrid EX7000 Raw 16TB Capacity System SN: CT412082000004	\$4286.53	\$4286.53
4		SubTotal		\$15431.52

Please review this quote and validate that each item is accurate per your current environment. Respond with any revisions that need to be made based on upgrades/changes to your environment.

SubTotal	\$15,431.52
Sales Tax	\$0.00
Shipping	TBD
Total	\$15,431.52

Reference this quote number and send your purchase orders to "orders@commsolutions.com" or Fax: (610) 889-0484

I authorize Comm Solutions Company to execute this quote for immediate purchase. I agree to the terms and conditions on this quote and those listed at <http://www.commsolutions.com/terms-conditions>. I am authorized by my company/organization to make this purchase under these terms.

Signature: _____ Name/Title: _____ Date: _____

Comm Solutions does not accept any returns. We pass through manufacturers return policies where applicable. Be aware that not all manufacturers accept returns.

This quote is good for 30 days from the date specified on this quote. Our standard terms and conditions apply to this quote. Please review them at www.commsolutions.com

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: A Comm Solutions
Signed: [Signature] Title: Sec/Treas
Print Name: John F. Black Date: 5/7/15

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act: [FNI]

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

A-2

RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE NIMBLE STORAGE AREA NETWORK FROM OCTOBER 3, 2015 TO OCTOBER 2, 2016 FOR \$10,586.40

WHEREAS, the County of Gloucester requires support and maintenance of the Nimble Storage Area Network system located in the Information Technology facility in Clayton providing multiple service levels through Adaptive Flash Storage Solutions. Comm Solutions is the Regional Partner for Nimble which is the technology leader of Adaptive Flash Storage Solutions; and

WHEREAS, the proprietary software value added reseller of the product is Comm Solutions with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$10,586.40 pursuant to CAF#15-06985, which amount shall be charged against budget line item #5-01-20-140-001-20370; and

WHEREAS, the service related to this contract is the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(dd); and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Gloucester County does hereby agree to a contract with Comm Solutions for the support and maintenance of the Nimble Storage Area Network for the total contract amount of \$10,586.40 from October 3, 2015 to October 2, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 2, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

A2

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
COMM SOLUTIONS**

THIS CONTRACT is made effective this 3rd day of October, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **COMM SOLUTIONS** with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355 hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester requires support and maintenance of the Nimble Storage Area Network system located in the Information Technology facility in Clayton providing multiple service levels through Adaptive Flash Storage Solutions. Comm Solutions is the Regional Partner for Nimble which is the technology leader of Adaptive Flash Storage Solutions; and

WHEREAS, the services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(dd); and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** Contractor shall provide the Nimble Storage Area Network from October 3, 2015 to October 2, 2016.
2. **COMPENSATION.** The total contract amount is \$10,586.40. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Comm Solutions Quote #CSCQ69048 dated 7/21/15, which are incorporated herein and made a part hereof by reference.

- SLA-4HR-ES1-4HR Parts DEL SW SUP & Infosight-ES1 = \$3,000.00
- SLA-4HR-CS2XX-4HR Parts DEL SW SUP & Infosight CS220/240/260= \$7,586.40

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.

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

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

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

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

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

from time to time and the Americans with Disabilities Act.

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

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

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

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

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

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

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

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by

virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

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

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance

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

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

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

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

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

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

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

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

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws,

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

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

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

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

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

THIS CONTRACT is effective as of this 3rd day of October, 2015.

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

ATTEST:

THE COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK
OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COMM SOLUTIONS

(Please Print Name)

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-06985 DATE 8/17/2015

BUDGET NUMBER 5-01-20-140-001-20370

AMOUNT OF CERTIFICATION \$ 10,586.40

DEPARTMENT H.I

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

One (1) yr maintenance - SLA-4HR-ESI 4hr parts DEL
SW sup + insight-ESI, SLA-4HR-CSOXX 4HR PARTS
DEL SW sup + insight CS200/040/060 for Nimble
Storage Area Network, Comm Solutions is the
Regional Partner for Nimble, contract term - 10/3/15 -
10/2/16

VENDOR NAME Comm Solutions

ADDRESS 140 Quaker Lane

CITY/STATE/ZIP Malvern PA 19355

DEPARTMENT HEAD APPROVAL William R. Seig

PURCHASING AGENT [Signature] DATE 8-19-15

FREEHOLDER MEETING DATE Sept 2, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

Best & Moving

David Barnes
Account Executive
610-644-5155
610-889-0484
Email: orders@commsolutions.com



140 Quaker Lane
Malvern, PA 19355
800-795-7559

QUOTE

Date	Quote #
07/21/15	CSCQ69048

Bill To: COUNTY OF GLOUCESTER
GEORGE GRASSO
115 BUDD BLVD
WOODBURY, NJ 08096

Phone: (856)853-6694
Fax:

Ship To: COUNTY OF GLOUCESTER
GEORGE GRASSO
1 NORTH BROAD STREET
WOODBURY, NJ 08096

Phone: 856-307-6694
Fax:

Terms	Rep	P.O. Number	Ship Via
Net 30	David Barnes		EMAILED

Ln #	Qty	Description	Unit Price	Ext. Price
1		Coverage Dates: 10/3/2015-10/2/2016		
2	1	SLA-4HR-ES1 4HR PARTS DEL SW SUP & INFOSIGHT-ES1	\$3000.00	\$3000.00
3	1	SLA-4HR-CS2XX 4HR PARTS DEL SW SUP & INFOSIGHT CS220/240/260	\$7586.40	\$7586.40
Please review this quote and validate that each item is accurate per your current environment. Respond with any revisions that need to be made based on upgrades/changes to your environment.			SubTotal	\$10,586.40
			Sales Tax	\$0.00
			Shipping	TBD
Reference this quote number and send your purchase orders to "orders@commsolutions.com" or Fax: (610) 889-0484			Total	\$10,586.40

Winnable Storage Area

Purchased through Bid PD-14-036

I authorize Comm Solutions Company to execute this quote for immediate purchase. I agree to the terms and conditions on this quote and those listed at <http://www.commsolutions.com/terms-conditions>. I am authorized by my company/organization to make this purchase under these terms.

Signature: _____ Name/Title: _____ Date: _____

Comm Solutions does not accept any returns. We pass through manufacturers return policies where applicable. Be aware that not all manufacturers accept returns.

This quote is good for 30 days from the date specified on this quote. Our standard terms and conditions apply to this quote. Please review them at www.commsolutions.com

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

Name of Business Entity: Comm Solutions
Signed: [Signature] Title: Sec/Treas
Print Name: John F. Raetz Date: 5/7/15

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: A Comm Solutions
Signed: John T. Black Title: Sec/Treas
Print Name: John T. Black Date: 5/7/15

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act: [FN1]

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

**RESOLUTION APPROVING APPOINTMENT TO
THE AGRICULTURE DEVELOPMENT BOARD**

A-3

WHEREAS, pursuant to N.J.S.A. 4:1C-14 et. seq., the County of Gloucester maintains an Agriculture Development Board, which encourages the maintenance of agriculture production and assists the Freeholders in the development of farmland preservation efforts; and

WHEREAS, a vacancy exists on the board due to the resignation of Joseph Randazzo.

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

SECTION 1: **Charles Romick** be appointed to the Gloucester County Agricultural Development Board for the term expiring March 21, 2019.

SECTION 2: Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 2, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Charles E. Romick, PP



WORK EXPERIENCE

-Retired after 39 years of professional planning experience covering a wide range of fields including development review, housing, land use, master plans, data management, transportation, and environmental planning

-15 years as Gloucester County Planning Director

-10 years as Assistant County Planning Director

REGISTRATIONS/MEMBERSHIPS

NJ Professional Planners License

Past member of the American Institute of Certified Planners [AICP]

Past member of NJ Chapter, American Planning Association [former member of Executive Committee]

Past President, NJ County Planners Association

Former Board and Executive Committee Member of the Delaware Valley Regional Planning Commission [DVRPC]

EDUCATION

BA, 1971, Indiana University of Pennsylvania, Geography-Urban/Regional Planning

COMMUNITY SERVICE

Member of the Pitman Planning Board

Member representing Gloucester County on the DVRPC Public Participation Task Force

B-1

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO FIRST PRIORITY
EMERGENCY VEHICLES, FOR \$242,000.00**

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of the remounting of 1 to 4 Horton Ambulances on vendor supplied 2016 or newer E 450 Ford Cutaway Chassis (or approved equal) for use by the Gloucester County Department of Emergency Management EMS Division and existing units within the County; and

WHEREAS, after following proper public bidding procedure, it was determined that First Priority Emergency Vehicles, with offices at 2444 Ridgeway Boulevard, Manchester, New Jersey 08759 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$242,000.00, as more specifically described in the bid specifications PD-015-039; and

WHEREAS, bids were publicly received and opened on August 19, 2015; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$242,000.00, pursuant to C.A.F. # 15-07059 which amount shall be charged against budget line item C-04-15-20-0250-20201.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with First Priority Emergency Vehicles, for the purchase of the remounting of 4 Horton Ambulances on vendor supplied 2016 or newer E 450 Ford Cutaway Chassis (or approved equal) for use by the Gloucester County Department of Emergency Management EMS Division and existing units within the County, for a total contract amount of \$242,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 2, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

~~ABC~~ B1

**CONTRACT BETWEEN
FIRST PRIORITY EMERGENCY VEHICLES
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 2ND day of **September, 2015**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **FIRST PRIORITY EMERGENCY VEHICLES**, of 2444 Ridgeway Boulevard, Manchester, New Jersey 08759, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of the remounting of 1 to 4 Horton Ambulances on vendor supplied 2016 or newer E 450 Ford Cutaway Chassis (or approved equal) for use by the Gloucester County Department of Emergency Management EMS Division and existing units within the County; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-015-039 or within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$242,000.00, as per PD-015-039.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-015-039, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

Vendor shall notify County immediately in the event of suspension, revocation or any

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be

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

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

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

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

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

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

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.
15. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This contract consists of this contract documents, and the specifications identified as PD-015-039, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the

specifications shall prevail.

THIS CONTRACT is made effective this 2nd day of September, 2015.

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

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**FIRST PRIORITY EMERGENCY
VEHICLE**

By:
Title:

Bid Opening 8/19/2015 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE REMOUNTING OF 1 TO 4 HORTON AMBULANCES ON VENDOR SUPPLIED 2016 OR NEWER E 450 FORD CUTAWAY CHASSIS (OR APPROVED EQUAL) FOR USE BY THE GLOUCESTER COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT EMS DIVISION AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP			
	VENDIOR: First Priority Emergency Vehicles 2444 Ridgeway Blvd. Manchester, NJ 08759 Kenneth W. Clark - Sales Manager 973 347-4321 973 347-3211 Fax kclark@emergencyvehiclecenter.com	VENDIOR: Bay Head Investments Inc. 43 Jefferson Ave. Berlin, NJ 08009 Robert W. Bohny - President 856 768-2162 856 768-6933 Fax bohny@vclambulances.com	
DESCRIPTION			
Replace Chassis and Remount 1 Existing Ambulance	\$61,500.00		\$72,133.14
Replace Chassis and Remount 2 Existing Ambulances	\$61,500.00		\$69,366.84
Replace Chassis and Remount 3 Existing Ambulances	\$61,500.00		\$69,366.84
Replace Chassis and Remount 4 Existing Ambulances	\$61,500.00		\$69,366.84
Trade-in on existing chassis (per chassis)	\$1,000.00		\$1,500.00
TOTAL for 4 Mirus Trade-ins	\$242,000.00		\$274,233.66
Make and Model Offered	2016 E450 1st Priority Renaissance		
DELIVERY ARO	45-60 Days after receipt of chassis		10 to 12 Weeks from time VCI requests the vehicle
Variations: (if any)	Shen Speakers must be replaced with chassis \$800.00 per truck Grille Lights must be replaced with chassis \$450.00 per truck		
Will you extend your prices to local government entities within the County	YES		YES
Bid specifications sent to:	Prime Vendor Southeastern Specialty Vehicles Vehicle Maintenance Program (VMP)		Vineland Auto Electric New Jersey Emergency Vehicles Select Custom Apparatus Inc.
Based upon the bid received, I recommend First Priority Emergency Vehicles be awarded the contract as the lowest responsive, responsible bidder.			
			Sincerely, Robert J. McErlane Purchasing

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

Certificate of Availability of Funds

TREASURER'S NO. 15-07059 DATE 8/21/15/

BUDGET NUMBER - CURRENT ----- DEPARTMENT: ERC/EMS
C-04-15-20-0250-20201

AMOUNT OF CERTIFICATION \$242,000.00 COUNTY COUNSEL Tom Campo

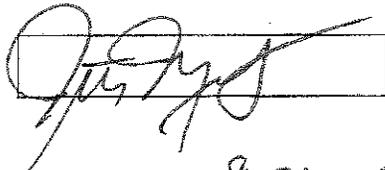
DESCRIPTION: **REMOUNTING OF 4 HORTON GCEMS AMBULANCES AS SPECIFIED ON PD 015-039.**

VENDOR: **FIRST PRIORITY EMERGENCY VEHICLES**
ADDRESS: **2444 RIDGEWAY BLVD.**
MANCHESTER, NJ 08759



DEPARTMENT HEAD APPROVAL

APPROVED



RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 8-26-15

9/2/15

Freeholder Meeting

C-1

**RESOLUTION AUTHORIZING A CONTRACT WITH TAGS AUTO SUPPLY FROM
OCTOBER 19, 2015 TO OCTOBER 18, 2017 IN AN AMOUNT NOT TO EXCEED
\$140,000.00 PER YEAR**

WHEREAS, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has the need for the supply and delivery of automotive parts and accessories for County vehicles; and

WHEREAS, after due notice and advertisement, the County received sealed bids on August 19, 2015, and after following the appropriate public bidding procedures, it was determined that Tags Auto Supply (hereinafter "Tags Auto") 12 W. High Street, Glassboro, New Jersey 08028, was the lowest responsive and responsible bidder to provide the unit per bid specifications PD-015-040; and

WHEREAS, the contract term with Tags Auto, shall be for a two (2) year period, from October 19, 2015 to October 18, 2017, with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods, in an amount not to exceed \$140,000.00 per year; and

WHEREAS, the contract with Tags Auto would be open ended, which does not obligate the County to make any purchase; so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, continuation of the contract with Tags Auto beyond December 31, 2015 is conditioned upon the approval of the County budget for each contract year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is awarded to Tags Auto Supply for the supply and delivery of automotive parts and accessories for County vehicles, as per bid PD-015-040 from October 19, 2015 to October 18, 2017. The County reserves the option to extend the Contract for an additional one (2) year period or two (1) year period, in an amount not to exceed \$140,000.00 per year in accordance with and pursuant to the bid submitted with unit prices and terms set forth in the bid proposal for the items as set forth hereinabove; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within awarded contract, 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, September 2, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C-1

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
TAGS AUTO SUPPLY**

THIS CONTRACT is made effective the 19th day of **October, 2015** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and **TAGS AUTO SUPPLY** with offices at 12 W. High Street, Glassboro, New Jersey 08028, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need to contract for the supply and delivery of automotive parts and accessories for County vehicles as per PD-015-040; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from October 19, 2015 to October 18, 2017, with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods.
2. **COMPENSATION.** The Contract shall be for an amount not to exceed \$140,000.00 for each Contract year, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in Bid Specifications (hereinafter "Specifications") as per PD-015-040.

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

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

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

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

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

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

10. **INSURANCE.** Vendor shall, 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.

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

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

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

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

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

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

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

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

19. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor 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.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, then this Contract, or the Specifications, as applicable shall control.

THIS CONTRACT is made effective the 19th day of **October, 2015.**

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

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK
OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TAGS AUTO SUPPLY

FRED H. TARTAGLIONE, PRESIDENT

SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE PARTS AND ACCESSORIES FOR THE COUNTY OF GLOUCESTER

VENDOR:	VENDOR:	VENDOR:
Tags Auto Supply	DFFLM, LLC	Chapman Ford Sales
12 W. High Street	215 Route 202/31	6744 Black Horse Pk.
Glassboro, NJ 08028	Flemington, NJ 08822	Egg Harbor Twp., NJ 08234
Fred H. Tartaglione - Pres.	Howard Mleeks Parts Manager	Charles Freedland - Parts Dir.
856 881-4444	908 782-3673	609 485-2062
856 881-2952 Fax	908 806-8760 Fax	609 646-9503 Fax
tagsauto@hotmail.com	hmleeks@flemington.com	cfreedland@chapmanautogroup.com

ITEM	DESCRIPTION	PERCENT OFF	PERCENT OFF	PERCENT OFF
	DISCOUNT PER ITEMS			
001	Body Parts (Side Mirrors, Other)	60%	36%	39.9%
002	Engine Parts (Internal & External) Rebuilding comp	55%	38%	39.9%
003	Air Conditioner Components-Heating sys, heater core Cooling system,Thermostats,water pumps	58%	38%	52%
004	Drive Components-Drive shaft, U-joints,Axel parts, differential parts and clutch parts	60%	38%	39.9%
005	Fuel System-Carbs, fuel inject, fuel pumps	58%	38%	52%
006	Ignition System-Condensers,points,rotors,wiring electronic ignition parts	58%	40%	55.5%
007	Transmissions- Standard trans parts, Auto Trans	58%	38%	39.9%
008	Additives- auto care products,cleans, cement,polish, degreasers,radiator flush, sealing compound	68%	25%	39.9%
009	Back up alarms & Horns	58%	25%	39.9%
010	Brake Parts-pads, shoes,drums,springs,cylinders rotors,seals,wheel & Axel bearings	68%	38%	39.9%
011	Battery Cable & Terminals	65%	38%	39.9%
012	Electrical system accessories- alternator,distributors generators,regulators, starters	60%	40%	47%
013	Exhaust System Accessories- pipes,mufflers,tailpipes catalytic converters	62%	25%	35%
014	Engine Gaskets	62%	38%	39.9%
015	Hoses-heater,radiator,vacuum, wiper, washer	65%	40%	47%
016	Windshield Wiper Blades	65%	40%	47%
	Windshield Wiper Motor			
017	Lights & Bulbs	65%	40%	39.9%
018	Air, Oil and Gas Filters	65%	40%	55.5%
019	Batteries	64%	25%	20%
020	Radiators	65%	25%	34%
021	Discount for parts not specified	55%	38%	39.9%
	Variations: (if any)			
	2% discount when payment made within 30 days of monthly statement date			002 Gas engine assy list -25% Diesel engine assy list -15%
	Powertrain items including transmission units and engine units will be priced at list minus 20%			003 Diesel water pump list - 47% 005 Diesel injectors and diesel fuel pumps list - 29%
				007 Transmission assy list - 25%
	Will you extend your prices to local government	YES	YES	YES

	entiles within the County		
	This is a (2) TWO year contract with 1 (2) two year extension or 2 (1) one year extensions.		
	Bid specifications sent to:		
	Prime Vendor	Blue Diamond Parts	Vineland Auto Electric
	Gentilini Motors	Trilus Inc.	Ford Motor Co.
	Fred Beans Parts	Elite Vehicle Solutions	NAPA Auto Parts
	SP Auto Parts Inc.		
	Based upon the bids received, I recommend Tags Auto Supply be awarded the contract as the lowest responsive, responsible bidder.		
		Sincerely,	
		Robert J. McElane	
		Purchasing	

C-2

RESOLUTION EXTENDING THE CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIRS TO CARS AND LIGHT TRUCKS FOR TWO YEARS THROUGH SEPTEMBER 4, 2017 IN AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the "County") originally entered into a contract on September 5, 2014 with South Jersey Truck Repairs for vehicle collision repairs to cars and light trucks, as per Bid PD#014-031. The contract provided the County with the option to extend for one (1) two year period or two (2) one year periods; and

WHEREAS, the County's Public Works Department has recommended exercising the option to extend the contract for two years through September 4, 2017 in an amount not to exceed \$30,000.00 for each year; and

WHEREAS, all other terms and provisions of the previously executed contract, with the exception of the extension of the term, will continue in full force and effect; and

WHEREAS, the contract is open ended, which does not obligate the County to make any purchase, therefore no Certificate of Availability of Funds is required regarding the extension at this time; and

WHEREAS, continuation of the said contract beyond December 31, 2015 is conditioned upon the approval of the 2016 and 2017 County Budget.

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 its aforesaid contract with South Jersey Truck Repairs for vehicle collision repairs to cars and light trucks in accordance with Bid PD#014-031 for an additional two (2) year period from September 5, 2015 to September 4, 2017 in an amount not to exceed \$30,000.00 for each year and that the County's Purchasing Agent is hereby directed to inform South Jersey Truck Repairs of the extension; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the said contract, that a certification shall be obtained from the Purchasing Agent of the County 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, September 2, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

CR

<p>PD 014-031 Bid Opening 7/10/2014 10:00am</p>	
<p>SPECIFICATIONS AND PROPOSAL FORM COVERING VEHICLE COLLISION REPAIRS FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT SYSTEM NUMBERS CK-01-GC & 16GLCP</p>	
<p>VENDOR: South Jersey Truck Repairs 500 Cenco Blvd. Clayton, NJ 08312 Robert Woodson 856 442-0850 856 442-0853 Fax</p>	<p>VENDOR: Steves Auto Repair Inc. 3220 Rt. 42 Sicklerville, NJ 08081 Steven Rainier 856 629-0655 856 728-9320 Fax</p>
<p>CARS AND LIGHT TRUCKS PER HOUR</p>	<p>CARS AND LIGHT TRUCKS PER HOUR</p>
<p>1 BODY LABOR</p>	<p>\$35.00</p>
<p>2 PAINT LABOR</p>	<p>\$35.00</p>
<p>3 PAINT SUPPLIES LABOR</p>	<p>\$16.00</p>
<p>4 DISCOUNT FROM PRICES FOR PARTS IN THE MOTOR CRASH ESTIMATING GUIDE</p>	<p>10%</p>
<p>Variations: (if any)</p>	<p>7%</p>
<p>THE PERIOD OF THE CONTRACT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH AN OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO YEAR PERIOD OR TWO (2) ONE YEAR PERIODS</p>	<p>Bid is rejected for not enclosing a copy of State Autobody Facility License N.J.S.A. 39:13-1 as required in bid</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>Prime Vendor Inc. Riehl's Towing & Maintenance</p>
<p>Based upon bids received I recommend the bid be awarded to South Jersey Truck Repairs for cars and light trucks as the lowest responsive responsible bidder.</p>	<p>Bid is rejected for not enclosing a copy of State Autobody Facility License N.J.S.A. 39:13-1 as required in bid</p>
<p>Sincerely,</p>	<p>Johnny's Collision</p>
<p>Robert J. McErlane Purchasing</p>	<p>Malia Autobody Collision</p>

C-3

RESOLUTION EXTENDING THE CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIRS TO HEAVY DUTY TRUCKS FOR TWO YEARS THROUGH SEPTEMBER 4, 2017 IN AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the "County") originally entered into a contract on September 5, 2014 with South Jersey Truck Repairs for vehicle collision repairs to heavy duty trucks, as per Bid PD#014-032. The contract provided the County with the option to extend for one (1) two year period or two (2) one year periods; and

WHEREAS, the County's Public Works Department has recommended exercising the option to extend the contract for two years through September 4, 2017 in an amount not to exceed \$30,000.00 for each year; and

WHEREAS, all other terms and provisions of the previously executed contract, with the exception of the extension of the term, will continue in full force and effect; and

WHEREAS, the contract is open ended, which does not obligate the County to make any purchase, therefore no Certificate of Availability of Funds is required regarding the extension at this time; and

WHEREAS, continuation of the said contract beyond December 31, 2015 is conditioned upon the approval of the 2016 and 2017 County Budget.

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 its aforesaid contract with South Jersey Truck Repairs for vehicle collision repairs to heavy duty trucks in accordance with Bid PD#014-032 for an additional two (2) year period from September 5, 2015 to September 4, 2017 in an amount not to exceed \$30,000.00 for each year and that the County's Purchasing Agent is hereby directed to inform South Jersey Truck Repairs of the extension; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the said contract, that a certification shall be obtained from the Purchasing Agent of the County 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, September 2, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

<p>PD 014-032 Bid Opening 7/10/2014 10:00am</p>				
<p>SPECIFICATIONS AND PROPOSAL FORM COVERING HEAVY DUTY TRUCK COLLISION REPAIRS FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT SYSTEM NUMBERS CK-01-GC & 16GLCP</p>				
	<p>VENDOR: South Jersey Truck Repairs 500 Cenco Blvd. Clayton NJ 08312 Bob Woodson Owner/Pres. 856 442-0850 856 442-0853 Fax</p>	<p>VENDOR: Stevens Auto Repair Inc. 3220 Rt. 42 Sickerville, NJ 08081 Steven Rainier/Pres. 856 629-0655 856 728-9320 Fax</p>	<p>VENDOR: Plug In Trucks Corp.DBA Nassau Suffolk Truck 101 Cleveland Ave. Bayside, NY 11706 Kirk Lombardi/Pres 631 667-9700 631 242-1221 fax</p>	
<p>ITEM DESCRIPTION</p>	<p>COLLISION REPAIRS FOR TRUCKS 1 TON AND GREATER</p>	<p>COLLISION REPAIRS FOR TRUCKS 1 TON AND GREATER</p>	<p>COLLISION REPAIRS FOR TRUCKS 1 TON AND GREATER</p>	<p>COLLISION REPAIRS FOR TRUCKS 1 TON AND GREATER</p>
<p>1 BODY LABOR</p>	<p>\$53.00</p>	<p>\$53.00</p>	<p>\$52.00</p>	<p>\$52.00</p>
<p>2 PAINT LABOR</p>	<p>\$53.00</p>	<p>\$53.00</p>	<p>\$52.00</p>	<p>\$52.00</p>
<p>3 PAINT SUPPLIES LABOR</p>	<p>\$26.00</p>	<p>\$25.00</p>	<p>\$24.00</p>	<p>\$24.00</p>
<p>4 DISCOUNT FROM PRICES FOR PARTS IN THE MOTOR CRASH ESTIMATING GUIDE</p>	<p>At Cost - What Dealer Charges</p>	<p>10%</p>	<p>10%</p>	<p>11%</p>
<p>Variations: (if any)</p>	<p>NONE</p>	<p>Bid is rejected for not enclosing a copy of State Autobody Facility License N.J.A.C. 13:21-21.2 as required in bid</p>	<p>Bid is rejected for not enclosing a copy of State Autobody Facility License N.J.A.C. 13:21-21.2 as required in bid</p>	<p>Bid is rejected for not enclosing a copy of State Autobody Facility License N.J.A.C. 13:21-21.2 as required in bid</p>
<p>THE PERIOD OF THE CONTRACT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH AN OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO YEAR PERIOD OR TWO (2) ONE YEAR PERIODS</p>				
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>	<p>YES</p>	<p>YES</p>	<p>YES</p>
<p>Bid specifications sent to:</p>	<p>Prime Vendor Pete Clark & Sons</p>	<p>Riehl's Towing and Maintenance</p>	<p>Malia Autobody Collision Experts</p>	
<p>Based upon bids received I recommend a contract be awarded to South Jersey Truck Repairs for trucks 1 ton and greater as the lowest responsive responsible bidder.</p>		<p>Sincerely,</p>		
		<p>Robert J. McErlane Purchasing</p>		

3

C-4

RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT WITH SOUTH STATE, INC. TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$2,500,000.00 PER CONTRACT YEAR

WHEREAS, the County of Gloucester (hereinafter the "County") has advertised for the receipt of public bids for the supply, delivery and overlay of hot mix asphalt (HMA) materials for the County's Public Works/Highway Division, as per PD-015-008; and

WHEREAS, bids were publicly received and opened by the County on February 6, 2015 and on March 4, 2015 South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, 202 Reeves Road, Bridgeton, NJ 08302 was awarded a contract for a one (1) year period from March 4, 2015 to March 3, 2016, with the County reserving the option to extend the contract for one (1) two year extension or two (2) one year extensions, for an amount not to exceed \$1,000,000.00 per contract year; and

WHEREAS, this amendment will increase the annual contract limit from \$1,000,000.00 to \$2,500,000.00 per contract year; and

WHEREAS, the contract remains open ended, which does not obligate the County of Gloucester to make any purchase; so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, the continuation of the underlying contract and amendment beyond December 31, 2015 is conditioned upon the approval of the 2016 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to an amendment increasing the contract limit from an amount not to exceed \$1,000,000.00 per year to \$2,500,000.00 per year for the supply, delivery and overlay of HMA items for use on County roadways, as per County bid specification PD-015-008, in accordance with and pursuant to the bid and price set forth within the bid proposal for the items as set forth herein above.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 2, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

C-4

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH STATE, INC.**

THIS is an Amendment to a contract which was entered into on the 4th day of March 2015, per PD-015-008, by and between **South State, Inc.**, with offices at P.O. Box 68, 202 Reeves Road, Bridgeton, NJ 08302, hereinafter referred to as **“Contractor”**, and **the County of Gloucester**, hereinafter referred to as **“County”**.

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

To increase the existing annual contract limit to \$2,500,000.00 thereby allowing for increased quantities of contract Line Item #1, HMA 12.5 H64 Surface Course (\$61.15); Line Item #2, HMA 9.5 M64 Leveling Course (\$62.15); Line Item #3, Base Course (\$60.00) (collectively referred to as **“HMA items”**) for the County’s Public Works/Highway Division for use on County roadways per County bid specification PD-015-008.

The new Contract amount with the increase is an amount not to exceed \$2,500,000.00 for each contract year.

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

THIS ADDENDUM is effective as of the 2nd day of September 2015.

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

SOUTH STATE, INC.

By:

Title:

C-5

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 16-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$57,875.00 FOR THE FISCAL YEAR 2016 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for the Fiscal Year 2016 Supportive Regional Highway Planning Program (hereinafter the "Highway Planning Program"); and

WHEREAS, the DVRPC has made grants to the County of Gloucester (hereinafter the "County") in past years from the Highway Planning Program to support the County's Planning Division's highway and transportation planning services; and

WHEREAS, the DVRPC has agreed to make a grant available to the County from the Highway Planning Program in consideration of the County Planning Division's performing certain in-kind services related to the said program, in accord with the terms and conditions of Agreement No. 16-61-030 (hereinafter the "Agreement"); and

WHEREAS, the Agreement provides for funding from the DVRPC to the County in the sum of \$39,100.00 for implementation of the Highway Planning Program, with in-kind matching services from the County for implementing the said program in the amount of \$18,775.00, for a total grant amount of \$57,875.00; and

WHEREAS, the County's Planning Division has the expertise to provide the services as required in the aforesaid Agreement; and

WHEREAS, the County desires to obtain the said grant funds of \$39,100.00, and to thereby implement said program with its attendant responsibilities, as per the Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of Agreement No.16-61-030 with the Delaware Valley Regional Planning Commission, in the total amount of \$57,875.00, which includes \$39,100.00 in grant funds and County in-kind services of \$18,775.00 for the Fiscal Year 2016 Supportive Regional Highway Planning Program.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, September 2, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 40,250.00

TOTAL OTHER EXPENSES (b): \$ 600.00

TOTAL FRINGE (c): \$ 17,025.00

TOTAL PROGRAM COST (d): \$ 57,875.00

TOTAL GRANT FUNDING (e): \$ 39,100.00

TOTAL COUNTY FUNDING (f): \$ 18,775.00

DEPT. HEAD: Richard Westergaard
Richard Westergaard Signature

DATE: 8-19-15

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

2016 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS
SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM BUDGET

101 SALARIES & WAGES

Covers department salaries to fulfill tasks outlined in the scope of services of the Supportive Regional Highway Planning Program contract/agreement.

AMOUNT: \$28,700.00

994 FRINGE BENEFITS

AMOUNT: \$10,000.00

921 MEETINGS, MEMBERSHIPS AND DUES

To cover staff costs associated with meetings necessary to attend related to the Supportive Regional Highway Planning Program. Meetings include monthly Regional Transportation Committee Meetings and DVRPC Board Meetings, as well as NJ DOT local aid and various meetings related to county transportation projects.

AMOUNT: \$ 400.00

TOTAL: \$39,100.00

FORM C-2

SUBMISSION DATE: July 24, 2015

REVISION DATE: _____

DEPARTMENT: Public Works/Planning

July 20, 2015

Mr. Richard Westergaard, Planning Director
The County of Gloucester, NJ
Gloucester County Administration Building
1200 N. Delsea Drive
Clayton, NJ 08312

Project Number: 16-61-030
Project Title: Supportive Regional Highway Planning Program (NJ-SRHPP)

Dear Mr. Westergaard:

Enclosed are two copies of an agreement between The Delaware Valley Regional Planning Commission (DVRPC) and **The County of Gloucester, NJ** for your review.

Please sign and return both copies to my attention at DVRPC and a fully executed copy will be returned for your records.

***SPECIAL NOTES:**

1. Please certify the Title VI Policy located in (Section 8) on page (7) above the signatory section. (The Policy may be certified by the same signatory on the contract or your agency's designated Title VI Policy representative.)
2. Please complete the enclosed Object and Task Billing pages.

The agreement cannot be executed and invoices cannot be paid if the budget pages and the Title VI Self-Certification are incomplete.

Please contact your DVRPC Project Manager, **Sarah Oaks** at 215-238-2856 or soaks@dvrpc.org for assistance and guidance concerning this project.

Thank you,

Chanelle Ridgeway

Chanelle Ridgeway,
Contracts Administrator
Copies: Sarah Oaks

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$57,875

No. 16-61-030

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this day July 1, 2015, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

The County of Gloucester, NJ, located at Gloucester County Administration Building 1200 N. Delsea Drive , Clayton, NJ 08312 hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$39,100	Federal Highway Administration	07/01/2015

WHEREAS, the SUBRECIPIENT will perform certain services under this Agreement in connection with Project No. 16-61-030, in the COMMISSION's FY 2016 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the SUBRECIPIENT is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's SUBRECIPIENT Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and

the SUBRECIPIENT agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, DVRPC Work Program Description, and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is **\$57,875** funded as shown by the following:

Funds Provided by Agencies: \$39,100.00

SUBRECIPIENT Local Match: \$18,775.00

Other Contributions:

Total Amount: \$57,875

Section 3: Method of Payment

3.1 The work to be performed by the SUBRECIPIENT shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT'S spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable, a Task Budget shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed **Thirty Nine Thousand One Hundred Dollars (\$39,100.00)**. The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

Section 5: Time of Performance

5.1 The SUBRECIPIENT shall commence work upon the agreement date of the contract. The SUBRECIPIENT shall complete work on the PROJECT no later than **June 30, 2016**.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Special Conditions

Change 7.1 - The Standard Articles of Agreement, Exhibit "B" hereto are hereby modified as follows:

Article 1.7 - The first sentence shall read: the SUBRECIPIENT is required to submit a quarterly summary progress report to the COMMISSION no later

than (30) days after the close of the preceding quarter.

Change 7.2

Article 6.1 - Invoices shall be submitted on a quarterly basis. Invoices must be submitted on the SUBRECIPIENT's and the consultant's letterhead and include a progress report. Final invoices for this project must be submitted no later than **August 15, 2016**, or payment cannot be assured. All other conditions of Article 6 remain unchanged.

Section 8: Title VI Policy & Self-Certification:

Title VI Policy

The Delaware Valley Regional Planning Commission (DVRPC) has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

DVRPC further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that DVRPC distributes federal aid funds to another entity, DVRPC will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds. DVRPC's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

DVRPC acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

DVRPC requires all new contracts entered into by the Commission to verify the Subrecipients'/Contractors' compliance with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance. DVRPC reserves the right to conduct subsequent Title VI compliance reviews on any consultant/subrecipient during a contract.

Title VI Self-Certification

As the duly authorized representative of the applicant, I certify that:

- A. The Subrecipient/Contractor understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.
- B. During the performance of this contract, the Subrecipient/Contractor, for itself, its assignees, and successors in interest, agree as follows:
1. **Compliance With Regulations**
The Subrecipient/Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 2. **Nondiscrimination**
The Subrecipient/Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subrecipient/Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
In all solicitations either by competitive bidding or negotiations made by the Subrecipient/Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient/Contractor of the Subrecipient's/Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
 4. **Information and Reports**
The Subrecipient/Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient/Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient/Contractor shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance**
In the event of the Subrecipient's/ Contractor's noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to:
 - *Withholding of payments to the Subrecipient/Contractor under the contract until the Subrecipient/Contractor complies; and/or*
 - *Cancellation, termination, or suspension of the contract, in whole or in part.*
 6. **Incorporation of Provisions**
The Subrecipient/Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient/Contractor shall take such action with respect to any subcontractor or

Section 8: Title VI Policy & Self-Certification (continued):

procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient/Contractor may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the Subrecipient/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. The Subrecipient/Contractor will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Subrecipient/Consultant Representative:	Title:
Signature:	Date:

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour, Executive Director

Date _____

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

(SEAL)

By: _____
Robert M. Damminger, Freeholder Director
Gloucester County, NJ

Date _____

Federal Information:

Type of Grant: Department of Transportation - FHWA Grant

Program Title: Highway Planning and Construction

CFDA Number: 20.205

Federal Funds: \$39,100.00

SCOPE OF SERVICES

Exhibit A

PROJECT: 16-61-030 Gloucester County: Supportive Regional Highway Planning Program

Responsible Agency: Gloucester County Planning Department

Project Manager: Sarah Oaks

Goals:

Improve the efficiency of the region's transportation network by participating in sub-regional transportation core planning efforts.

Description:

This is a continuing project that provides for county participation in the regional transportation planning process and the maintenance of county-level plans, programs and data to support the regional transportation planning effort. It ensures local government and citizen coordination of regional and county planning activities, and provides technical assistance to local governments on regional, state and county-level transportation projects.

Tasks:

Task I - Administration:

1. Perform the general administrative duties, including liaison and interagency coordination.
2. Prepare quarterly progress reports and expenditure reports; prepare annual completion report.
3. Develop annual work program for FY 2017.
4. Perform necessary public participation.
5. Review transportation reports and correspondence and provide responses.
6. Attend meetings including DVRPC monthly RTC meetings, quarterly progress report meetings, Planning Work Program meetings, and special meetings as required.

Task II - Transportation Improvement Program:

1. Prepare the Gloucester County TIP in coordination with NJDOT and DVRPC with regard to local project status and formulation of the regional TIP and provide comment.
2. Monitor federal aid program progress.
3. Maintain an inventory of TIP projects and update project status.
4. Formulate scoping projects in coordination with NJ DOT and DVRPC.

Task III - Transportation Plan Maintenance:

1. Coordinate county transportation policies with the regional and state long-range plans.

2. Monitor and evaluate impact of proposed land development on existing and proposed highway and transit facilities.
3. Monitor certain state highway improvements and proposals.
4. Update the Gloucester County Official Map.
5. Maintain an update of the functional classification system.
6. Review regional, state, and municipal transportation policies for consistency with the county's plan.

Task IV - Transportation Planning Data and Analysis:

1. Prepare and maintain a traffic volume map using data supplied by DVRPC as well as counts taken by the county and share traffic count data with interested parties.
2. Maintain data files supplied by NJDOT as a data source for the transportation efforts.
3. Maintain information on Management Systems such as Bridge, Pavement, Safety, etc.
4. Take traffic counts at selected locations to support transportation studies and to maintain the county's traffic map.
5. Develop and maintain a GIS database for traffic counts.

Products:

1. Quarterly progress and expenditure reports.
2. Summaries on meetings and seminars attended related to highway planning.
3. Annual completion report for FY 2016.
4. FY 2017 work program for Supportive Regional Highway Planning Program.
5. An updated and adopted county Transportation Improvement Program.
6. A brief report on the activities that were undertaken in the planning/implementation of TIP projects.
7. Current and up-to-date version of the Official Map of County Highways and related transportation planning documents, as necessary.
8. Traffic Information available for public use.
9. Updated traffic counts at selected locations to support transportation planning efforts.

Beneficiaries:

Gloucester County.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2015	\$59,625				\$59,625
2016	\$57,875				\$57,875
2017	\$48,875				\$48,875
2018	\$48,875				\$48,875

*STP-STU, \$39,100 Cash- \$18,775 Match (\$9775 for 16-61-030, \$9,000 for 16-61-080)



100 KIMBERLYNORRIDGE MAIL CENTER
 4TH FLOOR
 PHILADELPHIA, PA 19106-1628
 Phone: 215-592-1800
 Fax: 215-592-0125
 www.dvrpc.org

**Exhibit - C
 OBJECT BILLING SUMMARY**

AGENCY: _____ DATE: _____

CONTRACT #:

PROJECT TITLE:

OBJECT CLASSIFICATION	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
PERSONNEL					
FRINGE BENEFITS					
TRAVEL					
MATERIALS/SUPPLIES					
TOTAL					
LESS MATCH FOR COMMISSION					
AMOUNT PAYABLE					

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Exhibit –B Form 10

<u>Article 1: Responsibilities and Services of the SUBRECIPIENT</u>	3
<u>Article 2: Assignability</u>	5
<u>Article 3: Supervision</u>	5
<u>Article 4: Responsibilities of the COMMISSION</u>	5
<u>Article 5: Changes and Amendments</u>	6
<u>Article 6: Compensation and Method of Payment</u>	7
<u>Article 7: Termination of Agreement for Cause and/or Convenience</u>	9
<u>Article 8: Suspension of Agreement - Stop Work Orders</u>	10
<u>Article 9: Disputes</u>	12
<u>Article 10: Arbitration</u>	12
<u>Article 11: Federal Requirements</u>	12
11.1 <u>Civil Rights Requirements</u>	12
11.2 <u>Political Activity</u>	16
11.3 <u>Disclosure of Information</u>	16
11.4 <u>Clean Air and Clean Water</u>	16
11.5 <u>Energy Conservation Program</u>	16
11.6 <u>Historic Preservation</u>	16
11.7 <u>Environmental Requirements</u>	17
11.8 <u>Resource Conservation and Recovery Act</u>	17
11.10 <u>Contract Work Hours and Safety Standards Act</u>	17
11.11 <u>Metric System</u>	17
11.12 <u>False or Fraudulent Statements and Claims</u>	17
11.13 <u>Incorporation of Provisions</u>	17
<u>Article 12: Interest of Members of the COMMISSION and Others</u>	18
<u>Article 13: Interest of the SUBRECIPIENT</u>	18
<u>Article 14: Interest of Members of Congress</u>	18

<u>Article 15: Audit and Inspection of Records</u>	18
<u>Article 16: Identification of Documents</u>	19
<u>Article 17: Publicity</u>	20
<u>Article 18: Rights in Data, Copyrights, and Disclosure</u>	20
<u>Article 19: Confidentiality</u>	21
<u>Article 20: Patent Rights</u>	21
<u>Article 21: Liquidated Damages</u>	21
<u>Article 22: Invoice Forms and Time Sheets</u>	22
<u>Article 23: Certification of Non-collusion</u>	22
<u>Article 24: Restrictions on Lobbying</u>	23
<u>Article 25: Entire Agreement</u>	23

This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

Article 1: Responsibilities and Services of the SUBRECIPIENT

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The SUBRECIPIENT hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT, although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The SUBRECIPIENT hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the SUBRECIPIENT and its employees or contractor under the personal supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION. *Section Revised 2-2-98*

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations or liabilities to any contractor or any other person not party to this Agreement. *Paragraph Added 2-2-98*

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The SUBRECIPIENT is required to submit a monthly summary progress report to the COMMISSION not later than ten (10) days after the close of the preceding month.

This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the SUBRECIPIENT's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this Agreement, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be procured by the SUBRECIPIENT without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All contracts entered into by the SUBRECIPIENT shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or sub-agreement supported by Federal assistance if a real or apparent conflict of interest would be involved. *Section Added 11-23-98*

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the SUBRECIPIENT from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the SUBRECIPIENT under this Agreement shall be under the general supervision and direction of the COMMISSION.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the SUBRECIPIENT required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the

SUBRECIPIENT's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.

Section Revised 9-19-97

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the SUBRECIPIENT shall be in writing in the form of a letter from the COMMISSION to the SUBRECIPIENT, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

- a. When the SUBRECIPIENT requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.
- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

Paragraph Revised 9-19-97

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which

are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the SUBRECIPIENT based on monthly or quarterly invoices which shall be submitted in writing by the SUBRECIPIENT to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the SUBRECIPIENT.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the SUBRECIPIENT based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the SUBRECIPIENT in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the SUBRECIPIENT in accordance with Article 1.7 hereof.

The SUBRECIPIENT's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the SUBRECIPIENT has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the SUBRECIPIENT prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible

under the Federal grant contract, the SUBRECIPIENT will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

Paragraph Added 2-2-98

6.5 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set forth

in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT shall, at the option of the COMMISSION, become the property of the COMMISSION and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this Agreement is determined.

7.7 Prior to termination for cause, the SUBRECIPIENT shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.

8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these and the Agreement shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a

stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article Revised 9-19-97

Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all contractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The SUBRECIPIENT to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

The Delaware Valley Regional Planning Commission is committed to providing opportunities for Disadvantaged Business Enterprises (DBE) to compete for work. DBEs are certified by the Pennsylvania Unified Certification Program (PAUCP) and the New Jersey Unified Certification Program (NJUCP) in accordance with 49 CFR Part 26. Any party that enters into an agreement with DVRPC is encouraged to involve Disadvantaged Business Enterprises in the required work and to submit documentation of any such involvement in the proposal narrative and budget.

Any party that enters into an agreement with DVRPC shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any agreement or in the administration of its DBE program or

the requirements of 49 CFR part 26. All parties to DVRPC agreements shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of any sub-agreements and in addition each prime contractor or SUBRECIPIENT must include the following assurance in any sub-contracts entered into:

- i. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this agreement.

(d) Nondiscrimination on the Basis of Sex:

To the extent applicable, the SUBRECIPIENT agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.

(e) Nondiscrimination on the Basis of Age:

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107. And implementing regulations, which prohibit discrimination on the basis of age.

(f) Access Requirements for Persons with Disabilities:

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
- ii. USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CRF Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue. Note: the above regulations essential provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

(h)Confidentially & Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism:

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. *Section Revised 11-23-98*

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns. *Section Revised 11-23-98*

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 *et. seq.*), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et. seq.*). *Section Revised 9-19-97*

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.* *Section Revised 9-19-97*

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 *et seq.*), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

Section Added 9-19-97

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

Section Added 2-2-98

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq.

Section Added 2-2-98

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

Section Added 2-2-98

11.11 Metric System

To the extent required by the AGENCY, the SUBRECIPIENT agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

Section Added 9-19-97

11.12 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

Section Added 9-19-97

11.13 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13

in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of the SUBRECIPIENT

13.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance

with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.

Paragraph Added 11-23-98

15.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period for additional storage.

15.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.

Paragraph Revised 11-23-98

15.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

18.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim. *Article Revised 9-19-97*

Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or contractor, in the course of, in connection with, or under the terms of this Agreement, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401. *Major Revision 9-19-97*

Article 21: Liquidated Damages

21.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this

Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the SUBRECIPIENT in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or contractor engaged by the SUBRECIPIENT.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The SUBRECIPIENT hereby certifies 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. 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 such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

C-6

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 16-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2016 REGIONAL GIS PROGRAM

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for the Fiscal Year 2016 Regional GIS Program (hereinafter the "GIS Program"); and

WHEREAS, the DVRPC has made grants to the County in past years for the GIS Program to support the County Planning Division's continued participation in the development of the DVRPC's GIS Program; and

WHEREAS, the DVRPC has agreed to make a grant available again to the County to allow for the County's continued participation in the development of the GIS Program in accord with the terms and conditions of Agreement No. 16-53-312 (hereinafter the "Agreement"); and

WHEREAS, the Agreement provides for funding from the DVRPC to the County in the sum of \$30,000.00 for the County Planning Division to continue participation in the development of the GIS Program; and

WHEREAS, the County's Planning Department has the expertise to provide the services as required in the Agreement; and

WHEREAS, the Board of Chosen Freeholders of the County desires to continue participation in the GIS Program; and to thereby obtain the \$30,000.00 in grant funding from the DVRPC.

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 Agreement No. 16-53-312 with the Delaware Valley Regional Planning Commission in the amount of \$30,000.00 to allow for the County's continued participation in the GIS Program, as above set forth.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 2, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 18,000.00

TOTAL OTHER EXPENSES (b): \$ 2,000.00

TOTAL FRINGE (c): \$ 10,000.00

TOTAL PROGRAM COST (d): \$ 30,000.00

TOTAL GRANT FUNDING (e): \$ 30,000.00

TOTAL COUNTY FUNDING (f): \$ 0.00

DEPT. HEAD: Richard Westergaard
Richard Westergaard Signature

DATE: 8-19-15

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

2016 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS
REGIONAL GIS PROGRAM BUDGET

101 SALARIES & WAGES

Covers salaries for Planning Staff to perform duties outlined in the FY 2016 Regional GIS Implementation and Coordination contract required related to the Region Wide Transportation GIS Program.

AMOUNT: \$18,000.00

994 FRINGE BENEFITS

AMOUNT: \$10,000.00

652 MATERIALS & SUPPLIES

It is vital that we maintain a level of technical sophistication that allows the Division to produce accurate mapping, which is a key component for this grant. The Planning Division plans to use a portion of the funds for hardware/software upgrades able to efficiently run the ARC GIS programs used for mapping purposes.

AMOUNT: \$2,000.00

TOTAL: \$30,000.00

FORM C-2

SUBMISSION DATE: July 24, 2015

REVISION DATE: _____

DEPARTMENT: Public Works/Planning

July 20, 2015

Mr. Richard Westergaard, Planning Director
The County of Gloucester, NJ
Gloucester County Administration Building
1200 N. Delsea Drive
Clayton, NJ 08312

Project Number: 16-53-312
Project Title: Regional Geographic Information Systems (GIS)

Enclosed are two copies of an agreement between The Delaware Valley Regional Planning Commission (DVRPC) and **The County of Gloucester, NJ** for your review.

Please sign and return both copies to my attention at DVRPC and a fully executed copy will be returned for your records.

***SPECIAL NOTES:**

1. Please certify the Title VI Policy located in (Section 8) on page (7) above the signatory section. (The Policy may be certified by the same signatory on the contract or your agency's designated Title VI Policy representative.)
2. Please complete the enclosed Object and Task Billing pages.

The agreement cannot be executed and invoices cannot be paid if the budget pages and the Title VI Self-Certification are incomplete.

Please contact your DVRPC Project Manager, **Will Stevens** at 215-238-2835 or wstevens@dvrpc.org for assistance and guidance concerning this project.

Thank you,

Chanelle Ridgeway

Chanelle Ridgeway,
Contracts Administrator

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$30,000

No. 16-53-312

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this day July 1, 2015, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

The County of Gloucester, NJ, located at Gloucester County Administration Building 1200 N. Delsea Drive, Clayton, NJ 08312 hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$30,000	Federal Highway Administration	07/01/2015

WHEREAS, the SUBRECIPIENT will perform certain services under this Agreement in connection with Project No. 16-53-312, in the COMMISSION's FY 2016 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the SUBRECIPIENT is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's SUBRECIPIENT Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and

the SUBRECIPIENT agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, DVRPC Work Program Description, and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is **\$30,000** funded as shown by the following:

Funds Provided by Agencies: \$30,000.00

SUBRECIPIENT Local Match: \$0.00

Other Contributions:

Total Amount: \$30,000

Section 3: Method of Payment

3.1 The work to be performed by the SUBRECIPIENT shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT'S spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable, a Task Budget shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed **Thirty Thousand Dollars (\$30,000.00)**. The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

Section 5: Time of Performance

5.1 The SUBRECIPIENT shall commence work upon the agreement date of the contract. The SUBRECIPIENT shall complete work on the PROJECT no later than **June 30, 2016**.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Special Conditions

Change 7.1 - The Standard Articles of Agreement, Exhibit "B" hereto are hereby modified as follows:

Article 1.7 - The first sentence shall read: the SUBRECIPIENT is required to submit a quarterly summary progress report to the COMMISSION no later

than (30) days after the close of the preceding quarter.

Change 7.2

Article 6.1 - Invoices shall be submitted on a quarterly basis. Invoices must be submitted on the SUBRECIPIENT's and the consultant's letterhead and include a progress report. Final invoices for this project must be submitted no later than **August 15, 2016**, or payment cannot be assured. All other conditions of Article 6 remain unchanged.

Section 8: Title VI Policy & Self-Certification:

Title VI Policy

The Delaware Valley Regional Planning Commission (DVRPC) has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

DVRPC further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that DVRPC distributes federal aid funds to another entity, DVRPC will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds. DVRPC's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

DVRPC acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

DVRPC requires all new contracts entered into by the Commission to verify the Subrecipients'/Contractors' compliance with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance. DVRPC reserves the right to conduct subsequent Title VI compliance reviews on any consultant/subrecipient during a contract.

Section 8: Title VI Policy & Self-Certification (continued):

Title VI Self-Certification

As the duly authorized representative of the applicant, I certify that:

- A. The Subrecipient/Contractor understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.
- B. During the performance of this contract, the Subrecipient/Contractor, for itself, its assignees, and successors in interest, agree as follows:
 1. **Compliance With Regulations**

The Subrecipient/Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 2. **Nondiscrimination**

The Subrecipient/Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subrecipient/Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the Subrecipient/Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient/Contractor of the Subrecipient's/Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
 4. **Information and Reports**

The Subrecipient/Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient/Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient/Contractor shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance**

In the event of the Subrecipient's/ Contractor's noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to:

 - *Withholding of payments to the Subrecipient/Contractor under the contract until the Subrecipient/Contractor complies; and/or*
 - *Cancellation, termination, or suspension of the contract, in whole or in part.*
 6. **Incorporation of Provisions**

The Subrecipient/Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient/Contractor shall take such action with respect to any subcontractor or

Section 8: Title VI Policy & Self-Certification (continued):

procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient/Contractor may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the Subrecipient/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. The Subrecipient/Contractor will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Subrecipient/Consultant Representative:	Title:
Signature:	Date:

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour, Executive Director

Date _____

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

(SEAL)

By: _____
Robert M. Damminger, Freeholder Director

Date _____

Federal Information:

Type of Grant: Department of Transportation - FHWA Grant

Program Title: Highway Planning and Construction

CFDA Number: 20.205

Federal Funds: \$30,000.00

SCOPE OF SERVICES

Exhibit A

**FY2016 Region-wide Transportation GIS Subcontract Scope
Gloucester County**

Task 1: Coordination

Communication between participating agencies continues to be the key to the success of this project. Coordination between agencies and related programs is necessary to resolve technical and policy issues and make effective use of available funding.

- a) Attend all project-related meetings as necessary.
- b) Provide input as it relates to project direction and focus.
- c) Participate in development of all project documentation.
- d) Submit, via email, all acquisition requests to DVRPC Project Manager for approval prior to making acquisitions.
- e) Submit quarterly progress report along with updated object budget, task budget, and receipts.

Task 2: Upgrading Capabilities

It is vital that all participating agencies maintain a level of technical sophistication that allows for advances in methodologies and potential solutions to be achieved across the region. The acquisition and maintenance of hardware and software, the attendance of related conferences, seminars, and training may be eligible under the project budget. Project funding may also be used to hire and/or maintain staff or consultants that are working on tasks related to this project.

- a) Acquire hardware and software as approved for use in the project.
- b) Pay for annual maintenance for hardware and software support and upgrades.
- c) Augment staff that is performing tasks related to the project.
- d) Develop staff capabilities through conferences, seminars, and training.

Task 3: Data Development and Sharing

The goal of this project continues to be to facilitate the use of transportation data provided by State and participating agencies. The development, maintenance, and sharing of transportation-related data are necessary steps towards achieving our goal.

- a) Contribute existing transportation-related data as necessary.
- b) Identify and develop new transportation-related data as required by the project.
- c) Insure that all contributing data meets project standards and is made available to participants.
- d) Perform periodic updates as requested.
- e) Share methodologies related to effective and innovative use of transportation data to project participants as requested.

**FY 2016 REGION-WIDE TRANSPORTATION GIS SUBCONTRACT
TASK BILLING SUMMARY**

AGENCY: Gloucester County

PROJECT NO.: 16.53.312

DATE: May 21, 2015

TASK TITLE	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
Task 1 – Coordination	\$3,000				\$3,000
Task 2 – Upgrade Capabilities	\$7,000				\$7,000
Task 3 – Data Development/Sharing	\$20,000				\$20,000
TOTAL	\$30,000				\$30,000

**FY 2016 REGION-WIDE TRANSPORTATION GIS SUBCONTRACT
OBJECT BILLING SUMMARY**

AGENCY: Gloucester County

PROJECT NO.: 16.53.312

DATE: May 21, 2015

OBJECT CLASSIFICATION	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
PERSONNEL	\$20,000				\$20,000
FRINGE BENEFITS	\$10,000				\$10,000
TRAVEL					
MATERIALS/SUPPLIES					
TOTAL	\$30,000				\$30,000

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Exhibit –B Form 10

<u>Article 1: Responsibilities and Services of the SUBRECIPIENT</u>	3
<u>Article 2: Assignability</u>	5
<u>Article 3: Supervision</u>	5
<u>Article 4: Responsibilities of the COMMISSION</u>	5
<u>Article 5: Changes and Amendments</u>	6
<u>Article 6: Compensation and Method of Payment</u>	7
<u>Article 7: Termination of Agreement for Cause and/or Convenience</u>	9
<u>Article 8: Suspension of Agreement - Stop Work Orders</u>	10
<u>Article 9: Disputes</u>	12
<u>Article 10: Arbitration</u>	12
<u>Article 11: Federal Requirements</u>	12
11.1 <u>Civil Rights Requirements</u>	12
11.2 <u>Political Activity</u>	16
11.3 <u>Disclosure of Information</u>	16
11.4 <u>Clean Air and Clean Water</u>	16
11.5 <u>Energy Conservation Program</u>	16
11.6 <u>Historic Preservation</u>	16
11.7 <u>Environmental Requirements</u>	17
11.8 <u>Resource Conservation and Recovery Act</u>	17
11.10 <u>Contract Work Hours and Safety Standards Act</u>	17
11.11 <u>Metric System</u>	17
11.12 <u>False or Fraudulent Statements and Claims</u>	17
11.13 <u>Incorporation of Provisions</u>	17
<u>Article 12: Interest of Members of the COMMISSION and Others</u>	18
<u>Article 13: Interest of the SUBRECIPIENT</u>	18
<u>Article 14: Interest of Members of Congress</u>	18

<u>Article 15: Audit and Inspection of Records</u>	18
<u>Article 16: Identification of Documents</u>	19
<u>Article 17: Publicity</u>	20
<u>Article 18: Rights in Data, Copyrights, and Disclosure</u>	20
<u>Article 19: Confidentiality</u>	21
<u>Article 20: Patent Rights</u>	21
<u>Article 21: Liquidated Damages</u>	21
<u>Article 22: Invoice Forms and Time Sheets</u>	22
<u>Article 23: Certification of Non-collusion</u>	22
<u>Article 24: Restrictions on Lobbying</u>	23
<u>Article 25: Entire Agreement</u>	23

This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

Article 1: Responsibilities and Services of the SUBRECIPIENT

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The SUBRECIPIENT hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT, although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The SUBRECIPIENT hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the SUBRECIPIENT and its employees or contractor under the personal supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION. *Section Revised 2-2-98*

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations or liabilities to any contractor or any other person not party to this Agreement. *Paragraph Added 2-2-98*

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The SUBRECIPIENT is required to submit a monthly summary progress report to the COMMISSION not later than ten (10) days after the close of the preceding month.

This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the SUBRECIPIENT's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this Agreement, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be procured by the SUBRECIPIENT without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All contracts entered into by the SUBRECIPIENT shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or sub-agreement supported by Federal assistance if a real or apparent conflict of interest would be involved. *Section Added 11-23-98*

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the SUBRECIPIENT from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the SUBRECIPIENT under this Agreement shall be under the general supervision and direction of the COMMISSION.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the SUBRECIPIENT required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the

SUBRECIPIENT's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT.

Section Revised 9-19-97

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the SUBRECIPIENT shall be in writing in the form of a letter from the COMMISSION to the SUBRECIPIENT, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION.

Section Revised 9-19-97

Letters authorizing changes may be issued in the following instances:

- a. When the SUBRECIPIENT requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs.
Paragraph Revised 9-19-97
- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which

are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the SUBRECIPIENT based on monthly or quarterly invoices which shall be submitted in writing by the SUBRECIPIENT to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the SUBRECIPIENT.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the SUBRECIPIENT based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the SUBRECIPIENT in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the SUBRECIPIENT in accordance with Article 1.7 hereof.

The SUBRECIPIENT's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the SUBRECIPIENT has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the SUBRECIPIENT prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible

under the Federal grant contract, the SUBRECIPIENT will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

Paragraph Added 2-2-98

6.5 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set forth

in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT shall, at the option of the COMMISSION, become the property of the COMMISSION and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this Agreement is determined.

7.7 Prior to termination for cause, the SUBRECIPIENT shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.

8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these and the Agreement shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a

stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article Revised 9-19-97

Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all contractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The SUBRECIPIENT to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

The Delaware Valley Regional Planning Commission is committed to providing opportunities for Disadvantaged Business Enterprises (DBE) to compete for work. DBEs are certified by the Pennsylvania Unified Certification Program (PAUCP) and the New Jersey Unified Certification Program (NJUCP) in accordance with 49 CFR Part 26. Any party that enters into an agreement with DVRPC is encouraged to involve Disadvantaged Business Enterprises in the required work and to submit documentation of any such involvement in the proposal narrative and budget.

Any party that enters into an agreement with DVRPC shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any agreement or in the administration of its DBE program or

the requirements of 49 CFR part 26. All parties to DVRPC agreements shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of any sub-agreements and in addition each prime contractor or SUBRECIPIENT must include the following assurance in any sub-contracts entered into:

- i. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this agreement.

(d) Nondiscrimination on the Basis of Sex:

To the extent applicable, the SUBRECIPIENT agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.

(e) Nondiscrimination on the Basis of Age:

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107. And implementing regulations, which prohibit discrimination on the basis of age.

(f) Access Requirements for Persons with Disabilities:

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
- ii. USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CRF Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue. Note: the above regulations essential provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

(h)Confidentially & Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism:

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. *Section Revised 11-23-98*

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns. *Section Revised 11-23-98*

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.). *Section Revised 9-19-97*

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. *Section Revised 9-19-97*

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY. *Section Added 9-19-97*

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. *Section Added 2-2-98*

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq. *Section Added 2-2-98*

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332. *Section Added 2-2-98*

11.11 Metric System

To the extent required by the AGENCY, the SUBRECIPIENT agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement. *Section Added 9-19-97*

11.12 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement. *Section Added 9-19-97*

11.13 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13

in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of the SUBRECIPIENT

13.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance

with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.

Paragraph Added 11-23-98

15.3- The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period for additional storage.

15.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.

Paragraph Revised 11-23-98

15.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

18.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim. *Article Revised 9-19-97*

Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or contractor, in the course of, in connection with, or under the terms of this Agreement, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401. *Major Revision 9-19-97*

Article 21: Liquidated Damages

21.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this

Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the SUBRECIPIENT in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or contractor engaged by the SUBRECIPIENT.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The SUBRECIPIENT hereby certifies 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. 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 such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

C-7

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 16-63-022 WITH
THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT
IN THE AMOUNT OF \$48,350.00 FOR FISCAL YEAR 2016 TRANSIT SUPPORT
PROGRAM**

WHEREAS, the Delaware Valley Regional Planning Commission (hereinafter the "DVRPC") has received funds from the United States Department of Transportation, Federal Transit Administration, for Fiscal Year 2016 Transit Support Program, (herein after known as "Transit Support Program"); and

WHEREAS, the DVRPC has made grants to the County in past years from the Highway Planning Program for the County's Planning Division's mass- transportation planning services; and

WHEREAS, the DVRPC has agreed to make a grant available to the County from the Transit Support Program in consideration of the County's Planning Department performing certain in-kind services related to the said program, in accord with the terms and conditions of the attached Agreement No. 16-63-022; and

WHEREAS, the aforesaid Agreement provides for funding from the DVRPC in the sum of \$38,680.00 and County in-kind services in the amount of \$9,670.00, for a total amount of \$48,350.00; and

WHEREAS, the County's Planning Division has the expertise to provide the services as required in the aforesaid Agreement; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester desires to obtain the said grant, and implement said program with its attendant responsibilities.

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 Agreement No.16-63-022 with the Delaware Valley Regional Planning Commission, in the total amount of \$48,350.00, which includes \$38,680.00 in grant funds and County in-kind services of \$9,670.00 for the Fiscal Year 2016 Transit Support Program.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, September 2, 2015, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 36,500.00

TOTAL OTHER EXPENSES (b): \$ 500

TOTAL FRINGE (c): \$ 11,350.00

TOTAL PROGRAM COST (d): \$ 48,350.00

TOTAL GRANT FUNDING (e): \$ 38,680.00

TOTAL COUNTY FUNDING (f): \$ 9,670.00

DEPT. HEAD: Richard Westergaard
Richard Westergaard Signature

DATE: 9-19-15

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

Department: DEPARTMENT OF PUBLIC WORKS - PLANNING DIVISION

Grant Title: TRANSIT SUPPORT PROGRAM

Salary and Wages Detail

List all Employees within the program
insert more lines if necessary
Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary
2015 Fringe is 59.21% for PERS and 69.18% for Police and Fire

Name	Title	Salary		Fringe	Grant Funds	County Funds	Total Funds
Rick Westergaard	Planning Director	\$ 9,500	59.21%	\$ 5,624.95	\$ 9,700.00	\$ 5,424.95	\$ 15,124.95
Theresa Ziegler	GIS Specialist II	\$ 5,500	59.21%	\$ 3,256.55	\$ 5,700.00	\$ 3,056.55	\$ 8,756.55
Paul Esposito	Senior Field Inspectr	\$ 5,500	59.21%	\$ 3,256.55	\$ 5,700.00	\$ 3,056.55	\$ 8,756.55
Christina Velazquez	Senior Program Ana	\$ 5,000	59.21%	\$ 2,960.50	\$ 5,280.00	\$ 2,680.50	\$ 7,960.50
Jackie Huston	Planning Aide	\$ 5,000	59.21%	\$ 2,960.50	\$ 5,250.00	\$ 2,710.50	\$ 7,960.50
Maureen Leo	Senior Clerk Typist	\$ 2,000	59.21%	\$ 1,184.20	\$ 2,250.00	\$ 934.20	\$ 3,184.20
Samuel Liciardello	Road Inspector	\$ 1,500	59.21%	\$ 888.15	\$ 1,700.00	\$ 688.15	\$ 2,388.15
Robert Hochswinder	Assistant to Public V	\$ 2,500	59.21%	\$ 1,480.25	\$ 2,600.00	\$ 1,380.25	\$ 3,980.25
		\$ 36,500		\$ 21,612	\$ 38,180	\$ 19,932	\$ 58,112
		(a)		(c)			

Other Expenses	Grant Funds	County Funds	Total OE
20921 Meetings	\$ 500.00	\$ -	\$ 500.00
	\$ 500.00	\$ -	\$ 500.00
			(b)
	Grant	County	Total
Total Program Cost	\$ 38,680.00	\$ 19,932	\$ 58,611.65
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 38,180.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
OE	\$ 500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	\$ 38,680.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00

2016 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS
TRANSIT SUPPORT PROGRAM BUDGET

101 SALARIES & WAGES

Covers department Salaries to fulfill tasks outlined in the scope of services of the Transit Support Program contract/agreement.

AMOUNT \$28,180.00

994 FRINGE BENEFITS

AMOUNT \$10,000.00

921 MEETINGS, MEMBERSHIPS AND DUES

To cover staff costs associated with meetings necessary to attend related to the Transit Support Program; which includes monitoring NJ Transit Bus Routes, and covers staff costs associated with public-transit travel. Meetings include DVRPC Board Meetings, meetings associated with Bus Rapid Transit Studies with NJ Transit and DRPA Light-Rail study meetings.

AMOUNT \$ 500.00

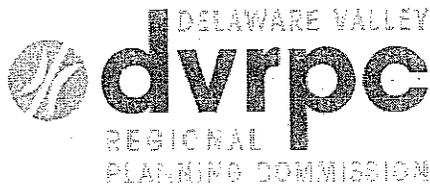
TOTAL \$38,680.00

FORM C-2

SUBMISSION DATE: July 24, 2015

REVISION DATE:

DEPARTMENT: Public Works/Planning Division



190 N INDEPENDENCE MALL WEST
8TH FLOOR
PHILADELPHIA, PA 19106-1520
Phone: 215-592-1800
Fax: 215-592-9125
www.dvrpc.org

July 20, 2015

Mr. Richard Westergaard, Planning Director
The County of Gloucester, NJ
Gloucester County Administration Building
1200 N. Delsea Drive
Clayton, NJ 08312

Project Number: 16-63-022
Project Title: Transit Support Program (TSP)

Enclosed are two copies of an agreement between The Delaware Valley Regional Planning Commission (DVRPC) and **The County of Gloucester, NJ** for your review.

Please sign and return both copies to my attention at DVRPC and a fully executed copy will be returned for your records.

***SPECIAL NOTES:**

1. Please certify the Title VI Policy located in (Section 8) on page (7) above the signatory section. (The Policy may be certified by the same signatory on the contract or your agency's designated Title VI Policy representative.)
2. Please complete the enclosed Object and Task Billing pages.

The agreement cannot be executed and invoices cannot be paid if the budget pages and the Title VI Self-Certification are incomplete.

Please contact your DVRPC Project Manager, **Sarah Oaks** at 215-238-2856 or soaks@dvrpc.org for assistance and guidance concerning this project.

Thank you,

A handwritten signature in cursive script that reads "Chanelle Ridgeway".

Chanelle Ridgeway,
Contracts Administrator

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$48,350

No. 16-63-022

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

THE COUNTY OF GLOUCESTER, NJ

This agreement, made at Philadelphia, Pennsylvania, this day July 1, 2015, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, Philadelphia, Pennsylvania 19106, hereinafter referred to as the COMMISSION;

And

The County of Gloucester, NJ, located at Gloucester County Administration Building 1200 N. Delsea Drive, Clayton, NJ 08312 hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter collectively referred as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the

accomplishment of a grant from the following Agency:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$38,680	Federal Highway Administration	07/01/2015

WHEREAS, the SUBRECIPIENT will perform certain services under this Agreement in connection with Project No. 16-63-022, in the COMMISSION's FY 2016 Work Program, hereinafter referred to as the PROJECT; and

WHEREAS, the SUBRECIPIENT is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's SUBRECIPIENT Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT and administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and

the SUBRECIPIENT agrees to perform such services as are specified in this Agreement, Exhibit "A", Scope of Services, DVRPC Work Program Description, and the Standard Articles of Agreement, DVRPC Form No. 10, Exhibit "B". These two exhibits are attached hereto and made a part hereof by reference.

Section 2: Contract Funding

2.1 The estimated cost of the PROJECT is **\$48,350** funded as shown by the following:

Funds Provided by Agencies: \$38,680.00

SUBRECIPIENT Local Match: \$9,670.00

Other Contributions:

Total Amount: \$48,350

Section 3: Method of Payment

3.1 The work to be performed by the SUBRECIPIENT shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT'S spending will be in accordance with the Object Budget attached and made part of this agreement as Exhibit "C". If applicable, a Task Budget shall be included as a part of Exhibit "C". During the term of this agreement requests to modify either budget shall be made in writing to the COMMISSION's Contracts Officer.

3.3 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed **Thirty Eight Thousand Six Hundred Eighty Dollars (\$38,680.00)**. The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

Section 4: Administration of Agreement

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this Agreement; shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this Agreement.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this Agreement and in the negotiation of matters arising out of this Agreement.

Section 5: Time of Performance

5.1 The SUBRECIPIENT shall commence work upon the agreement date of the contract. The SUBRECIPIENT shall complete work on the PROJECT no later than **June 30, 2016**.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT form input to the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Special Conditions

Change 7.1 - The Standard Articles of Agreement, Exhibit "B" hereto are hereby modified as follows:

Article 1.7 - The first sentence shall read: the SUBRECIPIENT is required to submit a quarterly summary progress report to the COMMISSION no later

than (30) days after the close of the preceding quarter.

Change 7.2

Article 6.1 - Invoices shall be submitted on a quarterly basis. Invoices must be submitted on the SUBRECIPIENT's and the consultant's letterhead and include a progress report. Final invoices for this project must be submitted no later than **August 15, 2016**, or payment cannot be assured. All other conditions of Article 6 remain unchanged.

Section 8: Title VI Policy & Self-Certification:

Title VI Policy

The Delaware Valley Regional Planning Commission (DVRPC) has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

DVRPC further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that DVRPC distributes federal aid funds to another entity, DVRPC will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds. DVRPC's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

DVRPC acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

DVRPC requires all new contracts entered into by the Commission to verify the Subrecipients'/Contractors' compliance with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance. DVRPC reserves the right to conduct subsequent Title VI compliance reviews on any consultant/subrecipient during a contract.

Title VI Self-Certification

As the duly authorized representative of the applicant, I certify that:

- A. The Subrecipient/Contractor understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.
- B. During the performance of this contract, the Subrecipient/Contractor, for itself, its assignees, and successors in interest, agree as follows:
 1. **Compliance With Regulations**

The Subrecipient/Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 2. **Nondiscrimination**

The Subrecipient/Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subrecipient/Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the Subrecipient/Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient/Contractor of the Subrecipient's/Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
 4. **Information and Reports**

The Subrecipient/Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient/Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient/Contractor shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance**

In the event of the Subrecipient's/ Contractor's noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to:

 - *Withholding of payments to the Subrecipient/Contractor under the contract until the Subrecipient/Contractor complies; and/or*
 - *Cancellation, termination, or suspension of the contract, in whole or in part.*
 6. **Incorporation of Provisions**

The Subrecipient/Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient/Contractor shall take such action with respect to any subcontractor or

Section 8: Title VI Policy & Self-Certification (continued):

procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient/Contractor may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the Subrecipient/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- C. The Subrecipient/Contractor will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Subrecipient/Consultant Representative:	Title:
Signature:	Date:

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this Agreement as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour, Executive Director

Date _____

ATTEST:

THE COUNTY OF GLOUCESTER, NJ

(SEAL)

By: _____
Robert M. Damminger, Freeholder Director

Date _____

Federal Information:
Type of Grant: Department of Transportation - FHWA Grant
Program Title: Highway Planning and Construction
CFDA Number: 20.205
Federal Funds: \$38,680.00

SCOPE OF SERVICES

Exhibit A

PROJECT: 16-63-022 Transportation Systems Planning & Implementation

Responsible Agency: Gloucester County Planning Department

Project Manager: Sarah Oaks

Goals:

Improve the efficiency of the region's transportation network by carrying out a comprehensive local transit planning program.

Description:

Improve the efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program to maintain current local and regional public transportation activities and to provide the means to develop future public transportation plans that meet changing local and regional needs. Serve on steering committees and the Local Citizens Transportation Advisory Committee. Conduct research and prepare reports on public transportation matters as required. Attend meetings, seminars, and public hearings related to public transportation.

Tasks:

1. Monitor NJ Transit service within the county, perform detailed analysis, and submit recommendations to NJ Transit.
2. Assist NJDOT, NJ Transit, and DVRPC in the investigation of potential transportation improvements.
3. Assist the business community in identifying their transportation needs and provide information as to their transportation alternatives.
4. Continue regional marketing and marketing activities.
5. Provide technical assistance and program coordination with regional, state and local agencies.
6. Participate in transportation meetings, and conferences.
7. Administer project, which will include submission of quarterly progress reports, quarterly invoices, and final report.
8. Respond to public information requests.

Products:

1. Service improvement recommendations.
2. Quarterly reports and billings and final report.

Beneficiaries:

Gloucester County, municipalities, the private sector, and citizens.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2015	\$48,350		\$48,350		
2016	\$48,350		\$48,350		
2017	\$48,350		\$48,350		
2018	\$48,350		\$48,350		

\$38,680 Cash - \$9,670 Match

Exhibit - C
OBJECT BILLING SUMMARY

AGENCY: _____ DATE: _____

AGENCY: _____

CONTRACT #: _____

PROJECT TITLE: _____

OBJECT CLASSIFICATION	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
PERSONNEL					
FRINGE BENEFITS					
TRAVEL					
MATERIALS/SUPPLIES					
TOTAL					
LESS MATCH FOR COMMISSION					
AMOUNT PAYABLE					

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Standard Articles of Agreement

Exhibit –B Form 10

<u>Article 1: Responsibilities and Services of the SUBRECIPIENT</u>	3
<u>Article 2: Assignability</u>	5
<u>Article 3: Supervision</u>	5
<u>Article 4: Responsibilities of the COMMISSION</u>	5
<u>Article 5: Changes and Amendments</u>	6
<u>Article 6: Compensation and Method of Payment</u>	7
<u>Article 7: Termination of Agreement for Cause and/or Convenience</u>	9
<u>Article 8: Suspension of Agreement - Stop Work Orders</u>	10
<u>Article 9: Disputes</u>	12
<u>Article 10: Arbitration</u>	12
<u>Article 11: Federal Requirements</u>	12
11.1 <u>Civil Rights Requirements</u>	12
11.2 <u>Political Activity</u>	16
11.3 <u>Disclosure of Information</u>	16
11.4 <u>Clean Air and Clean Water</u>	16
11.5 <u>Energy Conservation Program</u>	16
11.6 <u>Historic Preservation</u>	16
11.7 <u>Environmental Requirements</u>	17
11.8 <u>Resource Conservation and Recovery Act</u>	17
11.10 <u>Contract Work Hours and Safety Standards Act</u>	17
11.11 <u>Metric System</u>	17
11.12 <u>False or Fraudulent Statements and Claims</u>	17
11.13 <u>Incorporation of Provisions</u>	17
<u>Article 12: Interest of Members of the COMMISSION and Others</u>	18
<u>Article 13: Interest of the SUBRECIPIENT</u>	18
<u>Article 14: Interest of Members of Congress</u>	18

<u>Article 15: Audit and Inspection of Records</u>	18
<u>Article 16: Identification of Documents</u>	19
<u>Article 17: Publicity</u>	20
<u>Article 18: Rights in Data, Copyrights, and Disclosure</u>	20
<u>Article 19: Confidentiality</u>	21
<u>Article 20: Patent Rights</u>	21
<u>Article 21: Liquidated Damages</u>	21
<u>Article 22: Invoice Forms and Time Sheets</u>	22
<u>Article 23: Certification of Non-collusion</u>	22
<u>Article 24: Restrictions on Lobbying</u>	23
<u>Article 25: Entire Agreement</u>	23

This document is based on the March 1994 version. The date of all subsequent revisions appears after the Article, Section or paragraph revised.

Article 20: Surveys and Questionnaires was deleted 9-19-97

Last Revision 11-23-98

Article 1: Responsibilities and Services of the SUBRECIPIENT

1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.

1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the Agreement and Exhibit "A", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.

1.3 The SUBRECIPIENT hereby agrees to administer the Agreement in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this Agreement at any particular time. *Section Revised 2-2-98*

1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT, although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise. The giving of such advice shall not shift the responsibility for final decisions to the COMMISSION or the AGENCY.

1.5 The SUBRECIPIENT hereby agrees to furnish its services in the amount necessary to complete promptly, effectively and in conformance with professional standards established by the AGENCY and Federal government the services specified by this Agreement. All of the services specified by this Agreement shall be performed by the SUBRECIPIENT and its employees or contractor under the personal supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION. *Section Revised 2-2-98*

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations or liabilities to any contractor or any other person not party to this Agreement. *Paragraph Added 2-2-98*

1.6 The personnel required to perform the services specified by this Agreement shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this Agreement shall be fully qualified and authorized or permitted under State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION.

1.7 The SUBRECIPIENT is required to submit a monthly summary progress report to the COMMISSION not later than ten (10) days after the close of the preceding month.

This report shall be in narrative form, divided by tasks as specified in the Scope of Services, and include the percentage of progress for each task for the period and to date; a comparison of costs incurred with amounts budgeted; a comparison of work performed to the schedule; where established goals were not met, or slippage has occurred or is anticipated, the report must include a narrative description of the difficulties encountered and the SUBRECIPIENT's proposed solution of the problem.

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this Agreement, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be directed to the nature and objectives of the PROJECT, report findings and final recommendations.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this Agreement, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands. *Section Revised 2-2-98*

1.11 None of the personal services specified by this Agreement shall be procured by the SUBRECIPIENT without prior approval of the COMMISSION. This provision does not include commercial services, such as printing, etc. *Section Revised 11-20-98*

1.12 All contracts entered into by the SUBRECIPIENT shall contain all of the provisions of these Standard Articles of Agreement. *Section Revised 11-20-98*

1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or sub-agreement supported by Federal assistance if a real or apparent conflict of interest would be involved. *Section Added 11-23-98*

Article 2: Assignability

2.1 The SUBRECIPIENT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION thereto; provided, however, that claims for compensation due, or to become due the SUBRECIPIENT from the COMMISSION under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COMMISSION.

Article 3: Supervision

3.1 In order that the COMMISSION may meet its obligations to the AGENCY, with respect to supervision of the content and technical quality of the services performed as specified by this Agreement, it is hereby agreed that the services performed by the SUBRECIPIENT under this Agreement shall be under the general supervision and direction of the COMMISSION.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the Program, shall:

4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to insure that all activities in its Program are compatible and interrelated.

4.2 Provide technical assistance to the SUBRECIPIENT required during the development of the PROJECT.

4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.

4.5 The COMMISSION shall, as appropriate, conduct a review of the administration of the PROJECT to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this Agreement.

4.6 After execution of this Agreement, and prior to the first invoice, the COMMISSION's audit staff may hold an "Accounting and Record Keeping" meeting at the

SUBRECIPIENT's offices with their assigned Project Manager, administrative and accounting personnel in order to insure that all procedures and records will be maintained in conformance with Federal Audit Standards and Regulations. *Section Revised 9-19-97*

Article 5: Changes and Amendments

5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this Agreement and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will generally be effected by a letter from the COMMISSION to the SUBRECIPIENT. *Section Revised 9-19-97*

5.2 Minor changes, corrections or additions to the Agreement that have been mutually agreed upon by the COMMISSION and the SUBRECIPIENT shall be in writing in the form of a letter from the COMMISSION to the SUBRECIPIENT, setting forth therein the changes, corrections or additions, approved by endorsement of the COMMISSION. *Section Revised 9-19-97*

Letters authorizing changes may be issued in the following instances:

- a. When the SUBRECIPIENT requests a budget revision in the Object Line Budget or Task Budget that exceeds five (5%) percent of the total PROJECT costs. *Paragraph Revised 9-19-97*
- b. As determined by the COMMISSION, an extension of the Time of Performance is required.
- c. Minor changes or clarifications to the Scope of Services which do not substantively alter the products to be produced.

5.3 Any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduce the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT will require a formal agreement amendment to increase or decrease the dollar amount, the term, or other principal provisions of this Agreement.

5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this Agreement. Formal amendments may be executed subsequently only with respect to matters which

are the subject of final audit or dispute appeals.

5.5 Copies of either or both amendments to the agreement and letters authorizing changes will be attached to the original of this Agreement and to each copy. Such letters and amendments will then become a part thereof.

5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the Agreement number.

Article 6: Compensation and Method of Payment

6.1 Payment shall be made by the COMMISSION to the SUBRECIPIENT based on monthly or quarterly invoices which shall be submitted in writing by the SUBRECIPIENT to the COMMISSION. These invoices shall consist of:

- a. Invoice form indicating expenditures during the reporting period duly certified by the SUBRECIPIENT.
- b. Detailed account of all personnel working on the PROJECT; hourly rate, number of hours, and total costs. Detailed list of all other costs.
- c. Billing Summary by Object Class.
- d. Billing Summary by Task.

Sample forms are attached.

6.2 Such monthly or quarterly invoices for payment shall be honored and paid by the COMMISSION to the SUBRECIPIENT based on receipt and acceptance by the COMMISSION of the following:

- a. The invoices for payment submitted by the SUBRECIPIENT in accordance with Section 6.1 hereof.
- b. The PROJECT progress reports submitted by the SUBRECIPIENT in accordance with Article 1.7 hereof.

The SUBRECIPIENT's final invoice must be presented within forty-five (45) days after termination of services.

6.3 The final payment shall be made after the COMMISSION has determined that the SUBRECIPIENT has satisfactorily performed the services specified by this Agreement. It is expressly understood and agreed that where the final payment is authorized and payment made to the SUBRECIPIENT prior to final audit, and if at the time of final audit the COMMISSION and/or the United States of America determines items to be ineligible

under the Federal grant contract, the SUBRECIPIENT will make restitution of any overpayment to the COMMISSION for subsequent repayment to the United States of America.

6.4 Allocability of PROJECT costs shall be determined by the following:

- a. The costs must be reasonable within the scope of the PROJECT.
- b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
- c. Such costs must be accorded consistent treatment through application of generally accepted accounting principles.
- d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
- e. Such costs must be net costs to the SUBRECIPIENT (i.e., the price paid minus any refunds, rebates or discounts). *Paragraph Replaced 2-2-98*
- f. The SUBRECIPIENT may not delegate or transfer his responsibility for the use of the funds set forth in this Agreement.
- g. Overhead and fringe rates are provisional and subject to audit.

Costs must conform to the applicable US OMB Circular or Federal regulation:

For a legally established government entity - US Office of Management and Budget (OMB) Circular A-87, Revised, "Cost Principals for State and Local Governments".

For institutions of higher education - US OMB Circular A-21, Revised, "Cost Principals for Educational Institutions".

For private non-profit organizations - US OMB Circular A-122, Revised, "Cost Principals for Non-Profit Organizations".

For-private organizations - Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations".

Paragraph Added 2-2-98

6.5 The SUBRECIPIENT shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.

6.6 Compensation and method of payment are subject to all special conditions set forth

in the Special Conditions Section of this Agreement.

Article 7: Termination of Agreement for Cause and/or Convenience

7.1 If, through any cause the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this Agreement, the COMMISSION shall thereupon have the right to terminate this Agreement.

7.2 The COMMISSION shall have the right to terminate this Agreement for convenience whenever the COMMISSION shall determine that such termination is in the best interest of the COMMISSION and that continuation of the PROJECT(s) would not produce results commensurate with the further expenditure of funds.

7.3 This Agreement shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this Agreement.

7.4 The COMMISSION may terminate this Agreement in writing or by telephone. If termination is telephoned, the COMMISSION shall confirm such termination in writing.

- a. In either case, the effective date of the termination shall be the date of notification.
- b. Upon notification of termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately. *Section Revised 9-19-97*

7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT shall, at the option of the COMMISSION, become the property of the COMMISSION and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. *Section Revised 9-19-97*

7.6 NOTWITHSTANDING the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this Agreement is determined.

7.7 Prior to termination for cause, the SUBRECIPIENT shall be afforded an opportunity for consultation.

7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time

pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.

7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this Agreement. If, during the development of the PROJECT conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination. If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this Agreement, the COMMISSION may enter into a termination Agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this Agreement, or annul the Agreement pursuant to this Article.

7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this Agreement. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered stopped by the COMMISSION.

8.2 Work stoppages may be required for good cause, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this Agreement, realignment of programs, lack of adequate funding or advancements in the state-of-the-art.

- a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
- b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.

8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and should be appropriately modified, at the discretion of the COMMISSION, in the light of such discussions. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.

8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:

- a. cancel the stop-work order, in full or in part;
- b. eliminate the work covered by such order; or
- c. authorize resumption of work.

8.5 If a stop-work order is canceled or the period of the work or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these and the Agreement shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
- b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.

8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this Agreement.

8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.

8.8 Failure to agree upon the amount of an equitable adjustment due under a

stop-work order shall constitute a dispute under this Agreement.

Article 9: Disputes

9.1 Except as otherwise provided by law, or this Agreement, any dispute arising under this Agreement shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.

9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article Revised 9-19-97

Article 10: Arbitration

10.1 Any dispute between the parties to this Agreement, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.

10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements *Section 11.1 Substantially Revised 11-23-98*

(a) Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all contractors with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000d, and the US Department of Transportation regulations, Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation -- Effectuation of the Title VI of the Civil Rights Act", 49CFR Part 21, and any other implementing requirements which may be issued.

(b) Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party contractors at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. The SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The SUBRECIPIENT to take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.
- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the Agreement. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this Agreement. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

(c) Disadvantaged Business Enterprise (DBE) Program

The Delaware Valley Regional Planning Commission is committed to providing opportunities for Disadvantaged Business Enterprises (DBE) to compete for work. DBEs are certified by the Pennsylvania Unified Certification Program (PAUCP) and the New Jersey Unified Certification Program (NJUCP) in accordance with 49 CFR Part 26. Any party that enters into an agreement with DVRPC is encouraged to involve Disadvantaged Business Enterprises in the required work and to submit documentation of any such involvement in the proposal narrative and budget.

Any party that enters into an agreement with DVRPC shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any agreement or in the administration of its DBE program or

the requirements of 49 CFR part 26. All parties to DVRPC agreements shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of any sub-agreements and in addition each prime contractor or SUBRECIPIENT must include the following assurance in any sub-contracts entered into:

- i. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this agreement.

(d) Nondiscrimination on the Basis of Sex:

To the extent applicable, the SUBRECIPIENT agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex and any additional Federal requirements or regulations which may be promulgated.

(e) Nondiscrimination on the Basis of Age:

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107. And implementing regulations, which prohibit discrimination on the basis of age.

(f) Access Requirements for Persons with Disabilities:

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. § 5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37.
- ii. USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 CFR part 27.

- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 CFR Part 35.
- v. US Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities", 28 CFR Part 36.
- vi. US General Services Administration regulations, "Accommodations for the Physically Handicapped", 41 CFR Subpart 101-19.
- vii. US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act", 29 CFR part 1630.
- viii. US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled", 47 CFR Part 65, Subpart F.
- ix. Federal Transit Administration (FTA) regulations, "Transportation for Elderly and Handicapped Persons", 49 CFR part 609.
- x. Any implementing requirements the FTA may issue. Note: the above regulations essential provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

(h)Confidentiality & Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism:

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees", Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. *Section Revised 11-23-98*

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns. *Section Revised 11-23-98*

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.). *Section Revised 9-19-97*

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. *Section Revised 9-19-97*

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- (a) Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- (b) Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties. *Section Revised 9-19-97*

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

Section Added 9-19-97

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.

Section Added 2-2-98

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§9601 et seq.

Section Added 2-2-98

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

Section Added 2-2-98

11.11 Metric System

To the extent required by the AGENCY, the SUBRECIPIENT agrees to use the metric system of measurement in the PROJECT and to the extent practicable and feasible, accept products and services with dimensions expressed in the metric system of measurement.

Section Added 9-19-97

11.12 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the AGENCY's regulations, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this Agreement.

Section Added 9-19-97

11.13 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13

in every subcontract under this Agreement, including procurement of materials which shall be secured in compliance with AGENCY regulations and OMB Circular A-102, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this Agreement, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Article 12: Interest of Members of the COMMISSION and Others

12.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

Article 13: Interest of the SUBRECIPIENT

13.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Article 14: Interest of Members of Congress

14.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

Article 15: Audit and Inspection of Records

15.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this Agreement in accordance with generally accepted accounting principles and procedures. All costs charged against this Agreement shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance

with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractors to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this Agreement. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this Agreement, are subject to audit by the COMMISSION.

15.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.

Paragraph Added 11-23-98

15.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this Agreement for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period for additional storage.

15.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with the Single Audit Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.*, in accordance with U.S. OMB Circular A-133, "Audit of the States, Local Governments and Non-Profit Organizations", and the latest US Department of Transportation A-133 Compliance Supplement. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.

Paragraph Revised 11-23-98

15.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this Agreement.

Article 16: Identification of Documents

16.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or policies of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 17: Publicity

17.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 18: Rights in Data, Copyrights, and Disclosure

18.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this Agreement by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any tier, purchases ownership financed under this Agreement.

18.2 Definition. The term "Data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this Agreement. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.

18.3 Data submitted to and accepted by the COMMISSION under this Agreement shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.

18.4 No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this Agreement. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.

18.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.

18.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article Revised 9-19-97

Article 19: Confidentiality

19.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this Agreement that are of direct interest to the COMMISSION.

- (a) The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a part of a larger PROJECT still under the supervision of the COMMISSION.
- (b) When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

19.2 After the Agreement period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 20: Patent Rights

20.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or contractor, in the course of, in connection with, or under the terms of this Agreement, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third party contract as described in the U. S. Department of Commerce regulations " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" 37 C.F.R. Part 401.

Major Revision 9-19-97

Article 21: Liquidated Damages

21.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the Agreement amount from Federal funds made available under this

Agreement, to be used as a set off for reimbursing the COMMISSION for the cost to administer this Agreement should performance extend beyond the period of performance set forth in the Time of Performance Section of this Agreement.

21.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this Agreement. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.

21.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

21.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 22: Invoice Forms and Time Sheets

22.1 Sample forms which may be used by the SUBRECIPIENT in presenting its invoices in compliance with Article 6 hereof are attached hereto.

22.2 In order to comply with Federal Audit Regulations, each employee who works on the PROJECT must account for 100% of his or her time, although he or she only works on the PROJECT part of the time. The object of this requirement is to prove that the employee is accounting for and assigning 100% of his or her time. This requirement shall also apply to any consultant or contractor engaged by the SUBRECIPIENT.

Article 23: Certification of Non-collusion

23.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

- (a) been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this Agreement, employed or retained or agreed to employ or retain, any firm or person;
- (b) been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this Agreement;
- (c) acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 24: Restrictions on Lobbying

24.1 The SUBRECIPIENT hereby certifies 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.
- (d) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. 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 such failure.

Article 25: Entire Agreement

25.1 The Agreement Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- (a) No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- (b) Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.



190 N. HERRINGTONS HALL, WEST
8TH FLOOR
PHILADELPHIA, PA 19106-1528
PHONE: 215-592-1200
FAX: 215-592-1322
WWW.DVRPC.ORG

Exhibit - C
OBJECT BILLING SUMMARY

AGENCY: _____ DATE: _____

CONTRACT #:

PROJECT TITLE:

OBJECT CLASSIFICATION	BUDGET	PREVIOUS COST	CURRENT COST	TOTAL COST	BALANCE
PERSONNEL					
FRINGE BENEFITS					
TRAVEL					
MATERIALS/SUPPLIES					
TOTAL					
LESS MATCH FOR COMMISSION					
AMOUNT PAYABLE					

E1

RESOLUTION AUTHORIZING CONTRACTS WITH S.J. FARMERS EXCHANGE, INC., FISHER & SON COMPANY, INC., MITCHELL PRODUCTS, LLC, SEETON TURF WAREHOUSE, JOHN DEERE LANDSCAPES, HELENA CHEMICAL CO., SYNATEK SOLUTIONS, INC., AND CROP PRODUCTION OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$127,000.00

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

WHEREAS, it was determined that South Jersey Farmers Exchange, Inc, with offices at 101 East Avenue, Woodstown, New Jersey 08098, was the lowest responsive and responsible bidder to perform said services for items 1, 2, 5, 6, and 7 in Section II for an amount not to exceed \$18,000.00; and

WHEREAS, it was determined that Fisher & Son Company, Inc., with offices at 110 Summit Drive, Exton, Pennsylvania 19341, was the lowest responsive and responsible bidder to perform said services for items 9, 16, 17, 18, 29, and 30 in Section III, for an amount not to exceed \$20,000.00; and

WHEREAS, it was determined that Mitchell Products, LLC, with offices at 1205 West Main Street, Millville, New Jersey 08332, was the lowest responsive and responsible bidder to perform said services for item 4 and 5 Section I for an amount not to exceed \$7,000.00; and

WHEREAS, it was determined that Seeton Turf Warehouse, with offices at 25 Roland Avenue, Mount Laurel, New Jersey 08054, was the lowest responsive and responsible bidder to perform said services for item 19 Section III for an amount not to exceed \$3,000.00; and

WHEREAS, it was determined that John Deere Landscapes, with offices at 1385 East 36th Street, Cleveland Ohio, 44114, was the lowest responsive and responsible bidder to perform said services for items 2 and 3 in Section I, items 4 and 9 in Section II and items 3, 5, 24, 25, 27, 34, 35, in Section III for an amount not to exceed \$18,000.00; and

WHEREAS, it was determined that Helena Chemical Company with offices at 4 Kildeer Court, Suite 100, Swedesboro, New Jersey 08085, was the lowest responsive and responsible bidder to perform said services for items 4, 6, 8,10, 11, 12, 20, 21, 23, 26, 31, 33, 36, 37 in Section III, for an amount not to exceed \$20,000.00; and

WHEREAS, it was determined that SynaTek Solutions, Inc., with offices at 737 Hagey Center Drive, Unit A, Souderton, Pennsylvania 18964, was the lowest responsive and responsible bidder to perform said services for item 11 in Section II and items 1, 2, 7, 13 in Section III for an amount not to exceed \$16,000.00; and

WHEREAS, it was determined that Crop Production Services with offices at 1470 Jersey Avenue, North Brunswick, New Jersey 08902, was the lowest responsive and responsible bidder to perform said services for item 1 in Section I, items 3 and 8 in Section II and items 14, 15, 22, 28, and 32 in Section III for an amount not to exceed \$25,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contracts for the supply and delivery of certain grass seed, topdressing, fertilizers and plant protectants, specifically set forth as individual items pursuant to bid specification PD-015-031 is hereby split and awarded to South Jersey Farmers Exchange, Inc., Fisher & Son Company, Inc., Mitchell Products LLC., Seeton Turf Warehouse, John Deere Landscapes, Helena Chemical Company, SynaTek Solutions Inc., and Crop Production Services in an aggregate amount not to exceed \$127,000.00 and that the Director of the Board is hereby authorized to execute and the Clerk attest to the execution of the contracts with the above mentioned vendors on behalf of the County of Gloucester; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 2, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT DAMMINGER, DIRECTOR

Σ-1

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

THIS CONTRACT is made effective the 1st day of October, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **SOUTH JERSEY FARMERS EXCHANGE, INC.** with offices at 101 East Avenue, Woodstown, New Jersey 08098 hereinafter referred to as "**Vendor**".

RECITALS

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

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

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

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

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver the above products from October 1, 2015 to September 30, 2016, consistent with the specifications, identified as PD-015-031, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$18,000.00 for items 1, 2, 5, 6, 7 in Section II, for the unit prices set forth in Summary of Bids identified as PD-015-031 which is incorporated by reference and made part of this Contract.

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

It is also agreed and understood that the acceptance of the final payment by Vendor shall

be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver of fertilizer to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 1, 2, 5, 6, 7 in Section II, for the unit prices set forth in Summary of Bids identified as PD-015-031, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-015-031, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-015-031, 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 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 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, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-015-031 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-015-031, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 2015.

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

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF
THE BOARD**

ROBERT DAMMINGER, DIRECTOR

ATTEST:

**SOUTH JERSEY FARMERS
EXCHANGE, INC.**

LEE C. WILLIAMS, JR., PRESIDENT

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
FISHER AND SON COMPANY, INC.**

THIS CONTRACT is made effective the 1st day of October, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **FISHER AND SON COMPANY, INC.** with offices at 110 Summit Drive, Exton, Pennsylvania, 19341 hereinafter referred to as "**Vendor**".

RECITALS

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

- Chipco 26019 Fungicide, Bayer,
- Andersons Goosegrass/Crabgrass Control SGN 80 5.25% Bensulide and 1.31% Oxidiazon stock number AGC8656-1, 28.8 lb. bags, and
- Ference Insecticide,
- Heritage Fungicide 50W,
- Tricure AD, Dihydrooxirane, pehydrin, 100% 30 gallon,
- Legacy, Plant Growth Regulator, Flurprimidol 13.26%,

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

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

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver the above products from October 1, 2015 to September 30, 2016, consistent with the specifications, identified as PD-015-031, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$20,000.00 for items 9, 16, 17, 18, 29, 30 in Section III, for the unit prices set forth in Summary of Bids identified as PD-015-031 which is incorporated by reference and made part of this Contract.

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

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

of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain products to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 9, 16, 17, 18, 29, 30 in Section III for the unit prices set forth in Summary of Bids identified as PD-015-031, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-015-031, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-015-031, which are specifically referred to and incorporated herein by reference.
- B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
- D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.
- E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact

amount of damages due the County from the Vendor is determined.

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

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

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

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

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

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

- 20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
- 21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
- 22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-015-031 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-015-031, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 2015.

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

**CHAD M. BRUNER,
 ADMINISTRATOR/CLERK
 OF THE BOARD**

ROBERT DAMMINGER, DIRECTOR

ATTEST:

FISHER AND SON COMPANY, INC.

**RALPH HENNINGER, SALES
 REPRESENTATIVE**

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

THIS CONTRACT is made effective the 1st day of October, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **MITCHELL PRODUCTS, LLC** with offices at 1205 West Main Street, Millville, New Jersey, 08332 hereinafter referred to as "**Vendor**".

RECITALS

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

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

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

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

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver Topdressing and Bunker Sand from October 1, 2015 to September 30, 2016, consistent with the specifications, identified as PD-015-031, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$7,000.00 for items 4 and 5 Section I for the unit prices set forth in Summary of Bids identified as PD-015-031 which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain topdressing and bunker sand to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 4 and 5 in Section I, for the unit prices set forth in Summary of Bids identified as PD-015-031, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-015-031, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-015-031, 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, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-015-031 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-015-031, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 2015.

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

**CHAD M. BRUNER,
 ADMINISTRATOR/CLERK
 OF THE BOARD**

ROBERT DAMMINGER, DIRECTOR

ATTEST:

MITCHELL PRODUCTS, LLC

DAVID MITCHELL, OWNER

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
SEETON TURF WAREHOUSE**

THIS CONTRACT is made effective the 1st day of October, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **SEETON TURF WAREHOUSE** with offices at 25 Roland Avenue, Mount Laurel, New Jersey 08054 hereinafter referred to as "**Vendor**".

RECITALS

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

- Emerald 70WG case=10x1 bag (bag=.49#)

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

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

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver the above products from October 1, 2015 to September 30, 2016, consistent with the specifications, identified as PD-015-031, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$3,000.00 for item 19 in Section III, for the unit prices set forth in Summary of Bids identified as PD-015-031 which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver of fertilizer to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products is identified as item 19 in Section III, for the unit prices set forth in Summary of Bids identified as PD-015-031, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-015-031, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

The vendor 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 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 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 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 agrees to make good faith efforts to meet targeted county employment goals

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

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

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

6. **TERMINATION.** This Contract may be terminated as follows:
- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-015-031, 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 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 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, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-015-031 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-015-031, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 2015.

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

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF
THE BOARD**

ROBERT DAMMINGER, DIRECTOR

ATTEST:

SEETON TURF WAREHOUSE

LANCE T. SEETON, OWNER

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

THIS CONTRACT is made effective the 1st day of October, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **JOHN DEERE LANDSCAPES, INC.** with offices at 1385 East 36th Street, Cleveland, Ohio, 44114 hereinafter referred to as "**Vendor**".

RECITALS

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

- Grass Seed Kentucky Bluegrass "Midnight" Seed must be USDA Blue Tag Certified-Midnight type Bluegrass 50 lb. bag,
- Grass Seed, Bentgrass, Declaration, Focus, Luminary, Barracuda USDA Blue Tag 25 lb. Pails,
- 0-0-50 potassium sulfate, greens grade 50 lb. bag,
- Calcium Sulphate, Gypsum,
- Chlorothalonil, flowable, 54% active ingredient,
- Soaker Plus wetting agent,
- Wasp and Hornet Spray 12x16 oz. can
- Ronstar G Herbicide, oxadiazon 2%,
- Wetting Agent, Granular, 50 lb. bag,
- Dimension 2EW, dithiopyr, 24% and
- Growth products, X-Xtra iron, 6-0-0

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

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

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver the above products from October 1, 2015 to September 30, 2016, consistent with the specifications, identified as PD-015-031, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$18,000.00 for items 2 & 3 in Section I, items 4 and 9 in Section II, and items 3, 5, 24, 25, 27, 34 and 35 in Section III, for the unit prices set forth in Summary of Bids

identified as PD-015-031 which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver of certain products to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 2 & 3 in Section I, items 4 and 9 in Section II, and items 3, 5, 24, 25, 27, 34 and 35 in Section III, for the unit prices set forth in Summary of Bids identified as PD-015-031, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-015-031, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-015-031, 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, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-015-031 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-015-031, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 2015.

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

**CHAD M. BRUNER,
 ADMINISTRATOR/CLERK
 OF THE BOARD**

ROBERT DAMMINGER, DIRECTOR

ATTEST:

JOHN DEERE LANDSCAPES, INC.

KEITH MCGINTY, DIRECTOR

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

THIS CONTRACT is made effective the 1st day of October, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **HELENA CHEMICAL COMPANY** with offices at 4 Killdeer Court, Suite 100, Swedesboro, New Jersey, 08085 hereinafter referred to as "**Vendor**".

RECITALS

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

- Chlorothalonil, Dry flowable, 82.5% active ingredient,
- Propiconazole, 14.3% active ingredient,
- Metalaxyl, 25.1% active ingredient,
- Vinclozolin, 50% active ingredient,
- Thiophanate-methyl,
- Chlorpyrifos 4E Insecticide, 44.7%,
- Nassau 4SC Herbicide,
- Insignia Intrinsic,
- Provaunt Insecticide, Indoxacarb, 30%,
- Prodiamine 65WP Herbicide,
- Defoamer, Foam buster, 20% Dimethylpolysiloxane,
- Methylated Seed Oil,
- Talstar, Bifenthrin 7.9% and
- Basamid 50 lb. bag

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

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

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver the above products from October 1, 2015 to September 30, 2016, consistent with the specifications, identified as PD-015-031, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** Upon delivery, the County agrees to pay to Vendor an amount not

to exceed \$20,000.00 for items 4, 6, 8, 10, 11, 12, 20, 21, 23, 26, 31, 33, 36 and 37 in Section III, for the unit prices set forth in Summary of Bids identified as PD-015-031 which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain products to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as items 4, 6, 8, 10, 11, 12, 20, 21, 23, 26, 31, 33, 36 and 37 in Section III, for the unit prices set forth in Summary of Bids identified as PD-015-031, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-015-031, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-015-031, 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, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-015-031 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-015-031, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 2015.

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

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK
OF BOARD**

ROBERT DAMMINGER, DIRECTOR

ATTEST:

HELENA CHEMICAL COMPANY

**LEROY PETTERS, TERRITORY
SALES MANAGER**

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

THIS CONTRACT is made effective the 1st day of October, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **SYNATEK SOLUTIONS, INC.** with offices at 737 Hagey Center Drive Unit A, Souderton, Pennsylvania, 18964 hereinafter referred to as "**Vendor**".

RECITALS

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

- MicroTek water soluble micronutrients package for turf,
- Daconil Action Weatherstik Fungicide Syngenta chlorothalonil,
- Daconil Action Ultrex Fungicide .5 lb. Syngenta chlorothalonil,
- Tenacity Herbicide, Syngenta,
- Acelepryn, Chlorantraniliprole, 18.4%

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

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

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

TERMS OF AGREEMENT

1. **TERMS.** Vendor will supply and deliver fertilizer from October 1, 2015 to September 30, 2016, consistent with the specifications, identified as PD-015-031, which are incorporated into and made a part of this Contract.
2. **COMPENSATION.** Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$16,000.00 for item 11 in Section II and items 1, 2, 7 and 13 in Section III for the unit prices set forth in Summary of Bids identified as PD-015-031 which is incorporated by reference and made part of this Contract.

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

shall be placed in line for prompt payment.

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as item 11 in Section II and items 1, 2, 7 and 13 in Section III, for the unit prices set forth in Summary of Bids identified as PD-015-031, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-015-031, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

- A.** Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-015-031, 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, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-015-031 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-015-031, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 2015.

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

**CHAD M. BRUNER,
 ADMINISTRATOR/CLERK
 OF THE BOARD**

ROBERT DAMMINGER, DIRECTOR

ATTEST:

SYNATEK SOLUTIONS, INC.

**LEAH GENDRON, CUSTOMER CARE
 MANAGER**

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
CROP PRODUCTION SERVICES**

THIS CONTRACT is made effective the 1st day of October, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **CROP PRODUCTION SERVICES** with offices at 1470 Jersey Avenue, North Brunswick, New Jersey 08902 hereinafter referred to as "**Vendor**".

RECITALS

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

- Grass Seed Perennial Ryegrass, "SR-4600" Seed must be USDA Blue Tag Certified, 50 lb. bag-Gray Leaf spot resistant,
- 21-3-16 greens grade fertilizer with 63% BCMU-slow release Nitrogen 50 lb. bag,
- 0-0-5 "Starphite" phosphite liquid fertilizer, plus 8% calcium,
- Confront Herbicide, Triclopyr 33%, Clopyralid 12.1%,
- Pylex Herbicide, Topramezone, 29.7%,
- Prostar 70 WDG case: 4x3#,
- Bayleton 50WP Fungicide, 5.5 lb. case, and
- Mancozeb DG fungicide, 75% active ingredient

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

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

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

TERMS OF AGREEMENT

1. **TERMS**. Vendor will supply and deliver fertilizer from October 1, 2015 to September 30, 2016, consistent with the specifications, identified as PD-015-031, which are incorporated into and made a part of this Contract.
2. **COMPENSATION**. Upon delivery, the County agrees to pay to Vendor an amount not to exceed \$25,000.00 for item 1 in Section I, items 3 and 8 in Section II and items 14, 15, 22, 28 and 32 in Section III for the unit prices set forth in Summary of Bids identified as

PD-015-031 which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver certain grass seed to the Gloucester County Pitman Golf Course and Gloucester County Veterans Memorial Cemetery, which products are identified as item 1 in Section I, items 3 and 8 in Section II and items 14, 15, 22, 28 and 32 in Section III, for the unit prices set forth in Summary of Bids identified as PD-015-031, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-015-031, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

- A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-015-031, 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, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the specifications identified as PD-015-031 which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-015-031, the specifications shall prevail.

THIS CONTRACT is dated this 1st day of October, 2015.

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

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK
OF THE BOARD**

ROBERT DAMMINGER, DIRECTOR

ATTEST:

CROP PRODUCTION SERVICES

**CHARLES E. BAKER, SALES
REPRESENTATIVE**

F-1

**RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT TO ALL RISK, INC.,
FOR \$43,649.38.**

WHEREAS, An emergency contract was awarded by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency damage assessment and repair of flood damage to ceilings, walls and floors of the Mullica Hill Library due to freezing and breaking of a sprinkler pipe; and

WHEREAS, Superintendent of Buildings and Grounds, Peter Scirrotto, notified Peter Mercanti, County Purchasing Agent, of the need for the said repairs, the nature of the emergency, the time of its occurrence and the need for invoking Emergency Provisions; and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain necessary damage assessment and repair of various areas of the Mullica Hill Library and contacted All Risk, Inc., of 501 Kennedy Blvd., Somerdale, NJ 08083 for the provision of emergency repair services in the amount of \$55,182.07.

WHEREAS, The Library has paid \$11,532.69 toward these costs from its operating budget, leaving a balance of \$43,649.38 related to structural expense at a County-owned building requiring the County to provide and fund such structural maintenance and repairs; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$43,649.38 pursuant to CAF#15-06984, which amount shall be charged against budget line item #C-04-15-018-310-18217 in the amount of \$33,649.38, and #C-04-15-018-310-18204 in the amount of \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Contract between the County and All Risk, Inc., in the amount of \$43,649.38 for the aforementioned purpose.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 2, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

F1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
ALL RISK, INC.**

THIS CONTRACT is made effective the 2nd day of September, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **ALL RISK, INC.**, 501 Kennedy Blvd., Somerdale, NJ 08083, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester to obtain emergency damage assessment and repair of flood damage to ceilings, walls and floors of the Mullica Hill Library due to freezing and breaking of a sprinkler pipe; and

WHEREAS, Contractor represents that it is qualified to provide said assessment services and repairs 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 being given a Notice to Proceed by the County Buildings and Grounds Director; and this Contract shall be effective for the length of time necessary for the actual completion of the repair.

2. COMPENSATION. Contractor shall be paid the total lump sum of \$43,649.38. The total cost for the assessment and repair is \$55,182.07, of which the Library has paid the amount of \$11,532.69.

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 invoicing 2015-02-17-FREEZE15 received by the County in connection with this Contract, which is incorporated into and made a part of this Contract by reference.

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the 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. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the specifications, if any, issued by the County in connection with this Contract.

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.

6. 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.

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

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

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

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

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

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such 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. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

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

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

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

19. CONTRACT PARTS. This Contract consists of this Contract, any specifications issued by the County, and the Proposal, which are all incorporated herein by reference. If there is a conflict between this Contract and the Proposal, this Contract will control. If there is a conflict between this Contract or any specifications issued by the County, and the Proposal, then this Contract or the specifications will control, as applicable.

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

THIS CONTRACT is dated this 2nd day of September, 2015.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ALL RISK, INC.

(Please Print Name)

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

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

1. AN EMERGENCY CONDITION EXISTS IN Buildings & Grounds
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON Feb 17, 2015
(DATE) (TIME)
3. THE NATURE OF THE EMERGENCY IS:
Sprinkler line in ceiling froze and broke at Mullica Hill Library
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
The Library area in which the sprinkler main pipe broke was completely flooded and therefore not safe for public and or employees.
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # R5-07064. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 43,649.38
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD [Signature] DATE 8/13/15
PURCHASING DIRECTOR [Signature] 8-17-15
APPROVED BY COUNTY ADMINISTRATOR [Signature]

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-06984 DATE 8/19/15

BUDGET NUMBER C-04-15-018-310-18217 - \$33,649.38
C-04-15-018-310-18204 - \$10,000.00

AMOUNT OF CERTIFICATION \$ \$43,649.38

DEPARTMENT Buildings + Grounds

COUNTY COUNSEL Lynn McClintock

DESCRIPTION OF PRODUCT OR SERVICE

Damage Assessed by All Risk Property Damage
Experts, to various areas of the G.C. Library
located in Mullica Hill, which was flooded on 2/17/15
due to a sprinkler pipe freezing & breaking, causing
unsafe conditions for the public & employees.

VENDOR NAME All Risk Property Damage Experts
^{INC}

ADDRESS 501 Kennedy Blvd

CITY/STATE/ZIP Somerdale, NJ 08083

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 9/19/15

FREEHOLDER MEETING DATE September 2, 2015

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.	R5-07064

S H I P T O	GLOUC. CO BUILDINGS & GROUNDS SHADY LANE COMPLEX (251-6700) 254 COUNTY HOUSE ROAD CLARKSBORO, NJ 08020
V E N D O R	VENDOR #: ALLRI005 ALL RISK PROPERTY DAMAGE EXPRT 501 KENNEDY BLVD SOMERDALE, NJ 08083

ORDER DATE: 08/13/15
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	INVOICE #SI-12186 - 05/06/15 PPRODUCT / SERVICE DESCRIPTION Revised Invoice	C-04-15-018-310-18217 Building Repairs/Renovations Library	33,649.3800	33,649.38
1.00	Balance of INVOICE #SI-12186	C-04-15-018-310-18204 General Building Renovation	10,000.0000	10,000.00
			TOTAL	43,649.38

*8/13/15
 scanned & e-mailed
 cc: Lorie, Sheekey, D. Hogan*

(856) 627-0023

[Signature]
 REQUESTING DEPARTMENT _____ DATE *8/13/15*



Invoice

Invoice ID: SI-12186

Date: May 06, 2015

Job #: NI15-1065E

501 Kennedy Blvd.
Somerdale, NJ 08083
(877) 247-5252
(856) 627-0023 Fax

Bill To: MULLICA HILL LIBRARY
Attn: Bill Bain
389 Wolfert Station Road
Mullica Hill, NJ 08062

Care of: GLOUCESTER COUNTY

Terms: Net 10

Reference:

PO Number:

Description of Services

Product / Service Description

Qty Price Amount

May 06, 2015

Revised Invoice

1.00 \$43,649.38 \$43,649.38

1.00 \$43,649.38

Subtotal \$43,649.38

NO TAX \$0.00

NO TAX \$0.00

Amount due this Invoice: \$43,649.38

RS-07064
33,649.38 - C-04-15-018-310-18217
Bal of Above 10,000 -
C-04-15-018-310-18204



allRisk, Inc

501 Kennedy Boulevard
Somerdale, NJ 08083
(a) 856-627-0076

2015-02-17-FREEZE15

A Meeting Room

Formula Sloped Ceiling 56' 3" x 24' x 10'

Missing Wall - Goes to neither Floor/Ceiling 56' 3" X 10'

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Drywall replacement per LF - up to 2' tall	64.00 LF @	10.25 =	656.00
2. Drywall Installer / Finisher - per hour trip charges additional tape and spackle	6.00 HR @	105.00 =	630.00
3. Seal/prime the surface area - one coat	128.00 SF @	0.50 =	64.00
4. Paint the walls and ceiling - one coat	3,278.42 SF @	0.55 =	1,803.13
5. Painter - per hour for high work	8.00 HR @	77.86 =	622.88
6. Clean and deodorize carpet	1,350.00 SF @	0.60 =	810.00
Carpet cleaned for interim use and attempt to evaluate condition			
7. Scrape, Flash and Prepare Floor	1,350.00 SF @	1.10 =	1,485.00
8. Remove Glue down carpet	1,350.00 SF @	0.94 =	1,269.00
9. Glue down carpet	1,552.50 SF @	4.25 =	6,598.13
15 % waste added for Glue down carpet.			
10. Doors (Open Item)	1.00 EA @		0.00
Any manipulation of demising curtain to be billed if incurred.			

B Meeting Room

LxWxH 49' x 27' 6" x 9' 6"

DESCRIPTION	QTY	UNIT PRICE	TOTAL
11. Scrape, Flash and Prepare Floor	1,347.50 SF @	1.10 =	1,482.25
12. Remove Glue down carpet	1,347.50 SF @	0.94 =	1,266.65
13. Glue down carpet	1,549.63 SF @	4.25 =	6,585.93
15 % waste added for Glue down carpet.			

Hallway

LxWxH 28' 9" x 6' 4" x 8' 6"

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Drywall patch / small repair, ready for paint	1.00 EA @	95.00 =	95.00
15. Spot seal / prime	1.00 EA @	44.79 =	44.79
16. Paint the ceiling - one coat	182.08 SF @	0.55 =	100.14
17. Scrape, Flash and Prepare Floor	182.08 SF @	1.10 =	200.29
18. Remove Glue down carpet	182.08 SF @	0.94 =	171.16
19. Glue down carpet	209.40 SF @	4.25 =	889.95
15 % waste added for Glue down carpet.			



allRisk, Inc

501 Kennedy Boulevard
Somerdale, NJ 08083
(o) 856-627-0076

Office				
Missing Wall - Goes to Floor/Ceiling	10' X 9' 3"			LxWxH 21' 6" x 21' 6" x 9' 3"
Subroom 1: Offset				Opens into Exterior
Missing Wall - Goes to Floor/Ceiling	10' X 9' 3"			LxWxH 19' x 10' x 9' 3"
				Opens into Office ES Repairs
DESCRIPTION		QTY	UNIT PRICE	TOTAL
20. R&R Suspended ceiling tile - 2' x 4' repair allowance		80.00 SF @	3.50 =	280.00
Allowance for spot repair		642.25 SF @	0.60 =	385.35
21. Clean and deodorize carpet		4.00 HR @	82.50 =	330.00
22. Content Manipulation charge - per hour				

Sub-Bids				
DESCRIPTION		QTY	UNIT PRICE	TOTAL
23. Insulation (Bid Item)		1.00 EA @	3,801.00 =	3,801.00
24. Electrical (Bid Item)		1.00 EA @	9,531.13 =	9,531.13
Wire and install electric baseboard heaters				

Emergency Service				
DESCRIPTION		QTY	UNIT PRICE	TOTAL
25. Electrical (Bid Item)		1.00 EA @	1,123.57 =	1,123.57
Electrical Service to Provide Temporary Heat				
26. Temporary Heater - 3 Units 7 Days Each		21.00 EA @	135.00 =	2,835.00
Four oil fired heaters provided as courtesy during emergency heat				
27. Content Manipulation charge - per hour equipment set up take down and monitoring		4.00 HR @	89.60 =	358.40

General Conditions				
DESCRIPTION		QTY	UNIT PRICE	TOTAL
28. Interim and Post Construction Cleaning - per hour		16.00 HR @	89.60 =	1,433.60
29. Single axle dump truck - per load - including dump fees		2.00 EA @	385.00 =	770.00
30. Commercial supervision - per hour		8.00 HR @	112.50 =	900.00



allRisk, Inc

501 Kennedy Boulevard
Somerdale, NJ 08083
(o) 856-627-0076

Grand Total Areas:

5,530.79 SF Walls
3,917.83 SF Floor
1,251.25 SF Long Wall

4,041.38 SF Ceiling
435.31 SY Flooring
750.46 SF Short Wall

9,572.17 SF Walls and Ceiling
575.67 LF Floor Perimeter
580.06 LF Ceil. Perimeter

0.00 Floor Area
0.00 Exterior Wall Area

0.00 Total Area
0.00 Exterior Perimeter of Walls

0.00 Interior Wall Area

0.00 Surface Area
0.00 Total Ridge Length

0.00 Number of Squares
0.00 Total Hip Length

0.00 Total Perimeter Length



allRisk, Inc

501 Kennedy Boulevard
Somerdale, NJ 08083
(e) 856-627-0076

Summary

Line Item Total	46,522.35 ✓
Overhead	4,652.25
Profit	5,117.46
Replacement Cost Value	<u>\$56,292.06</u>
Net Claim	<u>\$56,292.06</u>



allRisk, Inc

501 Kennedy Boulevard
Somerdale, NJ 08083
(o) 856-627-0076

Recap by Category

	Total	%
O&P Items	200.00	0.36%
ACOUSTICAL TREATMENTS	1,195.35	2.12%
CLEANING	2,122.00	3.77%
CONTENT MANIPULATION	3,556.81	6.32%
GENERAL DEMOLITION	1,381.00	2.45%
DRYWALL	10,654.70	18.93%
ELECTRICAL	17,241.55	30.63%
FLOOR COVERING - CARPET	3,801.00	6.75%
INSULATION	900.00	1.60%
LABOR ONLY	2,634.94	4.68%
PAINTING	2,835.00	5.04%
WATER EXTRACTION & REMEDIATION	46,522.35	82.64%
O&P Items Subtotal	4,652.25	8.26%
Overhead	3,117.46	5.59%
Profit		
Total	56,292.06	100.00%



allRisk, Inc

501 Kennedy Boulevard
Somersdale, NJ 08083
(e) 856-627-0076

Client: Gloucester County Library
Property: 389 Wolfert Station Road
Mullica Hill, NJ 08062

Operator: TOM

Type of Estimate: Freeze
Date Entered: 2/18/2014 Date Assigned:

Price List: ALLRISKCOMMERCIAL
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2015-02-17-FREEZE15

Estimate is based on current market conditions as of date of inspection. Estimate is based on scope of work provided with no other services implied. Estimate prepared based on Xactimate software. allRisk reserves right to amend or supplement estimate in instances where "grades" allowed do not correspond to material in place. Any material cost differences to be documented with any revisions subject to change orders to be signed by both parties. Estimate excludes:

- Code/ADA Upgrades
- Architect Fees (unless stated in scope)
- Fees by Utility Providers
- Overtime, Weekends (unless stated in scope)
- Security
- Landscaping
- Unforeseen Damages/Structural Conditions

F-2 [scribble]

RESOLUTION ACCEPTING BEQUEST OF \$10,185.00 TO THE COUNTY ANIMAL SHELTER FROM THE ESTATE OF DIANA M. GEBHARD

WHEREAS, the Gloucester County Animal Shelter was named as a beneficiary under the Last Will and Testament of Diana M. Gebhard; and

WHEREAS, the Animal Shelter has received from this estate the amount of Ten Thousand One Hundred and Eighty-five Dollars (\$10,185.00) at the bequest of the deceased; and

WHEREAS, the County may also receive a modest supplemental distribution upon finalization of expenses associated with this estate; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes local governments to accept such bequests, legacies and gifts.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County, on behalf of its Animal Shelter, hereby expresses its appreciation and accepts the bequest from the Estate of Diana M. Gebhard in the amount of \$10,185.00; and

BE IT FURTHER RESOLVED, that the Gloucester County Treasurer is also hereby authorized to accept, on behalf of the County Animal Shelter, any supplemental monies which may be forthcoming after the final settlement of expenses associated with this estate.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 2, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

F3

RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH JERSEY OVERHEAD DOOR CO., INC., FROM SEPTEMBER 19, 2015 TO SEPTEMBER 18, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00 FOR YEAR ONE AND AN AMOUNT NOT TO EXCEED \$50,000.00 FOR YEAR TWO

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the repair and replacement of existing overhead doors as well as the installation of new overhead doors in projects at various County buildings per specifications in PD #015-028; and

WHEREAS, after following proper public bidding procedure, it was determined that South Jersey Overhead Door Co., Inc., with offices at 1360 North Delsea Drive, PO Box 1386, Vineland, New Jersey 08362, was the lowest responsive and responsible bidder to perform said services, in an amount not to exceed \$80,000.00 for year one and an amount not to exceed \$50,000.00 for year two with the County having an option to extend the Contract for one (1) two (2) year term or two (2) one (1) year terms as described in the bid specifications PD #015-028; and

WHEREAS, the Contract shall be for estimated units of service, is open ended, and does not obligate the County of Gloucester to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. Continuation of the Contract beyond December 31, 2015 is conditioned upon the approval of the 2016 Gloucester County budget. Continuation of the Contract beyond December 31, 2016 is conditioned upon the approval of the 2017 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Contract for the repair and replacement of existing overhead doors as well as the installation of new overhead doors in projects at various County buildings is hereby awarded to South Jersey Overhead Door Co., Inc., for the period September 19, 2015 to September 18, 2017, with the County reserving an option to extend the Contract for one (1) two (2) year period or two (2) one (1) year periods; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 2, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

F3

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
SOUTH JERSEY OVERHEAD DOOR CO., INC.**

THIS CONTRACT is made effective the 19th day of September, 2015 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SOUTH JERSEY OVERHEAD DOOR CO., INC.**, with offices at 1360 North Delsea Drive, P.O. Box 1386, Vineland, NJ 08362, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the repair and replacement of existing overhead doors as well as the installation of new overhead doors in projects at various Gloucester County buildings, as set forth in PD #015-028; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective for the two (2) year term from September 19, 2015 to September 18, 2017, with the County reserving an option to extend the Contract for one (1) two (2) year period or two (2) one (1) year periods.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD #015-028, in amounts not to exceed \$80,000.00 for year one and \$50,000.00 for year two, for the repair and replacement of existing overhead doors as well as the installation of new overhead doors for the County of Gloucester consistent with Vendor's Bid.

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 #015-028, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD #015-028, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD #015-028, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 19th day of September, 2015.

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

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

**SOUTH JERSEY OVERHEAD DOOR
CO., INC.**

(Please Print Name)

	<p>PD 015-028 Bid Opening 8/14/2015 10:00am</p>		
	<p>SPECIFICATIONS AND PROPOSAL FORM COVERING THE REPAIR AND REPLACEMENT OF EXISTING AND INSTALLATION OF NEW OVERHEAD DOORS FOR THE COUNTY OF GLOUCESTER</p>	<p>VENDOR: South Jersey Overhead Door Co. 1360 North Delsea Dr. PO Box 1386 Vineland, NJ 08362 Don Marshall, Vice President 856 692-2840 856 794-9247 Fax</p>	<p>VENDOR: New Jersey Overhead Door, LLC 14 Valley Road Manalapan, NJ 07726-4216 Anthony Chirichello, Owner 732-691-1503 no fax sales@njod.com</p>
	<p>DESCRIPTION</p>		
<p>1</p>	<p>Labor charge for overhead door repairs and replacement of existing and installation of new overhead doors</p>	<p>\$112.50 /HR per man</p>	<p>\$115.00/HR per man</p>
<p>2</p>	<p>Mark-up on cost of parts</p>	<p>10%</p>	<p>10%</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>NO</p>	<p>NO</p>
	<p>This is a (2) Two year contract with options for (2) two one year extensions or (1) one Two year extension.</p>	<p>Construction Journal BidClerk</p>	<p>Prime Vendor JSqft</p>
	<p>Based upon the bids received, I recommend South Jersey Overhead Doors be awarded the contract as the lowest responsive, responsible bidder.</p>	<p>Sincerely,</p>	<p>Peter M. Mercanti Purchasing Director</p>

F-4

RESOLUTION AUTHORIZING A CONTRACT WITH EAST ORANGE GENERAL HOSPITAL FROM SEPTEMBER 1, 2015 TO AUGUST 31, 2016 IN AN AMOUNT NOT TO EXCEED \$500,000.00

WHEREAS, the County of Gloucester through its Department of Corrections has a need for East Orange General Hospital to provide inmate inpatient and outpatient services, emergency room care and physical examinations, as well as, psychiatric treatment (the "Services"); and

WHEREAS, East Orange General Hospital has negotiated with the County to provide the Services; and

WHEREAS, the Agreement shall be for estimated units of service in an amount not to exceed \$500,000.00; and

WHEREAS, the Contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, the County Gloucester recommends that this Agreement for Services be awarded to East Orange General Hospital from September 1, 2015 to August 31, 2016 with the County having the option to extend the Contract for one (1) two (2) year term or two (2) one (1) year terms; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the 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 Agreement between the County of Gloucester and East Orange General Hospital, for the provision of health care services at the Secure Medical Unit from September 1, 2015 to August 31, 2016 in an amount not to exceed \$500,000.00; and

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

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 2, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

F4

**AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND
EAST ORANGE GENERAL
HOSPITAL
A NEW JERSEY NONPROFIT CORPORATION**

THIS AGREEMENT ("Agreement"), is made as of this 1st day of September, 2015, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey, 2 South Broad Street, Woodbury, New Jersey 08096, ("Gloucester County"), and East Orange Hospital, 300 Central Avenue, East Orange, New Jersey 07018 ("Hospital").

RECITALS

WHEREAS, the Hospital is a fully accredited acute care facility located in East Orange, New Jersey, and as part of its services provides certain inpatient and outpatient services, emergency room care, and physical examinations for patients; and

WHEREAS, the County houses inmates and detainees at the Essex County Correctional Facility ("ECCF") and desires to arrange for the Hospital's provision of certain services to specific groups of patients herein specified; and

WHEREAS, the County and the hospital wish to enter into this Agreement pursuant to which the Hospital will provide certain services to specific groups of patients herein specified.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein made, the parties hereto agree as follows:

1. DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meaning:

(a) "Covered Patients" shall mean Gloucester County inmates and detainees housed at ECCF.

(b) "County Inmates" shall mean those Gloucester County Inmates incarcerated in a County Correctional Facility with a housing contract with the County of Gloucester.

(c) "Emergency Room Services" shall mean all emergent and non-emergent medical treatment and services rendered to Covered Patients in the Hospital's Emergency Room reasonable and necessary for patient evaluation and care to the extent that the Hospital has the capacity to provide such medical treatment and services.

(d) "Inpatient Hospital Services" shall mean all medical treatment and services reasonable and necessary for Covered Patient evaluation and care of inpatients of the Hospital. Such services shall include, but not be limited to, the use of Hospital owned equipment; the use of the Hospital pharmacy; and the use of the Hospital laboratory facilities. Further, a Designated Hospital Physician shall be responsible for overseeing the care of all

Covered Patients, including, but not limited to, (i) making rounds; (ii) discussions with medical consultants; and (iii) providing legible, handwritten inmate discharge. . In addition, a dictated summary, including diagnoses, diagnostic tests, therapeutic recommendations and follow-ups shall be faxed to the GCCF Head Nurse (856-853-3342) within (5) five business days after discharge.

(e) "Outpatient Hospital Services" shall mean all medical treatment and services reasonable and necessary for Covered Patient evaluation and care of outpatients of the Hospital. Such services shall include, but not be limited to, (i) same day surgery, which shall be provided, as needed, in a timely (timeliness being defined as the time during which such surgery would routinely be scheduled and performed consistent with ordinary medical practices in the community) manner; (ii) MRI; (iii) CT scan; (iv) ultrasound; (v) dialysis emergency treatment and (vi) other services, as needed.

(f) "Hospice Services" shall mean all medical treatment and services reasonable and necessary for long-term sub-acute hospice care.

(g) "Hospital Services" shall mean Inpatient Hospital services, Outpatient services, Emergency Room services, and Hospice services.

(h) "Hospital Rates" shall mean the rates which the County shall pay the Hospital pursuant to Paragraph 4 of this Agreement provided to Covered Patients.

(j) "Physician Services" shall mean the professional medical services rendered by primary and subspecialty physicians employed by or under contract with the Hospital.

(k) "Subspecialty Physician Services" shall mean hospital medical consultants, who provide the following services:

- i. ENT
- ii. Pulmonary
- iii. Internal Medicine
- iv. Gynecology
- v. Orthopedics
- vi. Urology
- vii. Neurology
- viii. Renal
- ix. Vascular Surgery
- x. Other subspecialty services, as needed.

The following services will not be provided:

- i. Trauma
- ii. Obstetrics
- iii. Pediatrics, except between sixteen (16) and eighteen (18) years old and with consent.
- iv. Dental services and oral surgery.

(l) "Inmate Medical Insurance Provider" shall mean entity licensed to provide medical insurance in the State of New Jersey.

2. TERM

This Agreement shall be effective for a period of one (1) year, as a professional services contract pursuant to N.J.S.A. 40A:11-15, beginning on September 1, 2015, and ending on August 31, 2016, unless sooner terminated in accordance with paragraph 10 of this Agreement, with the County having the option to extend the contract for one (1) two (2) year term or two (2) one (1) year terms. The County shall provide the Hospital with a copy of a formal Gloucester County Board of Chosen Freeholders Resolution authorizing the execution of this Agreement within ten (10) days of the Gloucester County Board of Chosen Freeholder affirmative vote.

3. PROVISION OF SERVICES

(a) Hospital Services

During the term of this Agreement, the Hospital, acting through its duly-qualified agents and employees, shall provide Hospital Services to Covered Patients and shall be compensated for such services pursuant to Paragraph 4 of this Agreement. The Hospital agrees to provide a locked Medical Unit ("Locked Unit"), which will accommodate Covered Patients receiving Hospital Services at the Hospital.

(b) Physicians' Services

During the term of this Agreement, primary and specialty physicians employed by or under contract with the Hospital shall provide Physicians' and Subspecialty Services in their specialty to Covered Patients and shall be compensated for such services pursuant to Paragraph 4 of this Agreement.

(c) Locked Unit

The Hospital shall make available a Locked Unit, which shall be located on Unit 3 West of the Hospital. The Locked Unit shall be fully available, equipped and operational, upon execution of this Agreement or this Agreement may be declared null and void by the County.

All elective admissions to the Locked Unit will be pre-authorized by the County or its agents in order to avoid having Covered Patients wait in the Hospital Admissions area. All elective admissions will be admitted directly to the Locked Unit. Admission data and a Medical Transportation Referral Form will be submitted by the County directly to the Hospital Admitting Office.+

(i) Security Considerations per the Agreement with Essex County Department of Corrections, Essex County Correctional Facility Officers (Officers) shall have exclusive law enforcement authority over and custody of all inmates and detained admitted to the Locked Unit, including inmates as per the Contract between the County and Essex, attached hereto and incorporated by reference herein.

All officers shall be in full uniform and properly identified at all times. Essex County shall provide the Hospital with a gun locker for the storage of guns possessed by Officers while on duty in the Locked Unit. Officers shall not wear side arms while in the Locked Unit. Officers shall store guns in the gun locker while on duty.

An Officer shall accompany each Covered Patient or Other Inmate to the designated treatment area for inpatient hospital services and outpatient hospital services and shall remain with or in close proximity to the Covered Patients and Other Inmates at all times. At all times, Officers shall use leg irons and handcuffs to restrain Covered Patients or Other Inmates requiring medical treatment, unless such restraint would interfere with a Covered Patient's or Other Inmate's required medical treatment.

No visitation is permitted in the Locked Unit, unless specifically authorized by the Directors of the Gloucester Department of Corrections or their authorized designee.

(ii) Locked Unit Layout Utilization – The Locked Unit shall be a secure unit with the capability of accepting up to fifteen (15) inpatients at any given time. The Locked Unit shall consist of two (2) separate maximum security rooms with cameras; two (2) telemetry rooms with cameras; one (1) isolation/seclusion room with camera; three (3) two (2)-patient Medical-surgical rooms; and one (1) treatment room for outpatient clinics. The County acknowledges that the Hospital shall only accept Covered Patients or Other Inmates when beds are available and the County further agrees that the determination of bed availability will be made in the Hospital's sole discretion.

Any changes in the location or design of the Locked Unit shall be subject to final approval by the County.

The County may utilize available bed capacity in the Locked Unit up to a maximum of fifteen (15) beds and may, with the approval of the Hospital, refer inmates from other nearby counties to fill any available beds it does not anticipate filling with Covered Patients. Protocols and procedures for any Other Inmates in the Locked Unit shall follow those in place for Covered Patients.

(d) Hospital Staffing

Staffing shall consist of approximately 9.57 hours per patient day with the recommended staffing ratio being two (2) registered nurses for each twelve (12) hour shift (7AM-7PM and 7PM-7AM), for a total of 8.4 FTEs. Nurse management shall be conducted by a nurse manager engaged by the Hospital.

(e) Timeliness of Referrals

Emergent specialty referrals require that a specialty physician must see Covered Patients within twenty-four (24) hours. Urgent specialty referrals are to be seen by a specialty physician within two (2) weeks. Routine specialty referrals are to be seen by a specialty physician within one (1) month.

(f) Cooperation

The County agrees to cooperate with the Hospital in order to develop and implement an Adult Prisoner Patient Policy and to comply with all policies and procedures implemented by the Hospital in connection with the treatment of Covered Patients, including without limitation, all registration requirements of the Hospital. Without limiting the foregoing, before any Covered Patient is admitted to the Hospital for Inpatient Hospital Services, Outpatient Hospital Services or Physician Services, the County shall provide the Hospital with all information regarding the nature of any potential danger. The parties shall cooperate to resolve any security problems arising out of or in connection with this Agreement.

Upon request by the County, the Designated Hospital Physician shall provide a good faith estimate of a given Covered Patient's length of stay at the Hospital for Inpatient Hospital Services. There shall be monthly meetings with Hospital representatives, GCCF staff, the GCCF Medical Director and Essex County Correctional Staff to coordinate Covered Patients' services.

(g) Television

The Hospital agrees to provide television service for each bed in the Locked Unit at no additional charge.

(h) Parking Spaces

The Hospital agrees to provide parking spaces for County agents..

(i) Inmate Deaths

The Designated Hospital Physician is to immediately inform the GCCF Medical Director by phone of all Covered Patient deaths at the Hospital. Death notification shall include, but not be limited to, circumstances surrounding the death and suspected cause of death. Copies of all medical records shall be faxed to the GCCF.

4. COMPENSATION

(a) Facility Charges

The charges to be imposed for Inpatient Hospital Services and Outpatient Hospital Services are those set forth in Paragraph 4 of this Agreement. Such charges are subject to change upon mutual agreement, in writing, of both parties.

(b) Hospital Billing

The Hospital shall routinely bill the County for all Hospital Services provided to County inmates at the ECCF, provided the Hospital has determined that such County Inmates do not have third party insurance coverage or that such other payor will not reimburse the Hospital for the services. The Hospital shall not be responsible for billing for Physician Services provided by a physician at the Hospital and the parties acknowledge and agree that each physician will bill for Physician Services provided at the hospital.

The County's review of any services rendered in connection with this Agreement shall be completed no later than sixty (60) days after the County's receipt of bills from the Hospital. If the County determines that any charge is unjustified, it shall contact the Hospital immediately and the parties shall attempt to resolve the issue.

(c) Payment for Hospital Services

All bills for County Inmates shall be sent to the following address:

Gloucester County Department of Correctional Services
Attention: Lynn Heiss
70 Hunter Street
Woodbury, NJ 08096

In the event that a procedure or level of care is not available at the Hospital (such as cardiac catheterization), the Hospital will contact the Inmate Medical Insurance Provider to get authorization and guidance as to which facility the inmate should be transferred. Such authorization may not be reasonably withheld.

(d) Inpatient Hospital Services Prompt Pay Discount

The Hospital shall bill for Inpatient Hospital Services rendered to County Inmates according to the New Jersey Medicaid DRG rate schedule then in effect. For Inpatient Hospital Services rendered to County Inmates, the Hospital agrees to provide the County a prompt pay discount of seven percent (7%), if such claims are paid by the County within thirty (30) days of the billing date by the Hospital.

(e) Same Day Surgery

The County agrees to pay a flat fee of \$1,500.00 (One Thousand Five Hundred Dollars) for the facility charge for same day surgery for each County Inmate that requires such same day surgery. For other Covered Patients who are not County Inmates and require same day surgery, the Hospital shall send claims as set forth in Paragraph 4(c) or as set forth in the Hospital's Agreement with other entities.

(f) Payment for Outpatient Services

The County shall reimburse the Hospital for Outpatient Hospital Services provided to County Inmates as follows. Current outpatient rates will be utilized for all outpatient services, except for all clinic visits (regardless of specialty), to be inclusive of facility and professional components and not to exceed \$100.00 (One Hundred Dollars) per visit. Ancillary charges associated with clinic visits will be paid at 48% (Forty-Eight Percent) of the Hospital Facility Rate Schedule for ancillary services. For other covered Patients who are not County Inmates and require these outpatient services, the Hospital shall submit claims as set forth in Paragraph 4(c) or as set forth in the Hospital's Agreement with other entities.

(g) Other Outpatient Services

The County agrees to pay 48% (Forty-Eight percent) of the current Hospital Facility Rate Schedule for all outpatient services not included in Paragraph 4(f). For other Covered Patients, who are not Essex County Inmates, and require other outpatient services, the Hospital shall submit claims as set forth in Paragraph 4(c) or as set forth in the Hospital's Agreement with other entities.

(h) Emergency Room

The County agrees to pay \$475.00 (Four Hundred Seventy Five Dollars) for all emergency room services. If the County Inmate is admitted, this charge will be waived. For other Covered Patients who are not County Inmates and require emergency room services, the Hospital shall submit claims as set forth in Paragraph 4(c) or as set forth in the Hospital's Agreement with other entities.

(i) Physician Services Billings

The County agrees to pay physicians rendering Physician Services provided to County Inmates at the Hospital or affiliated outpatient centers, according to the current Medicare Participating Physician Fee Schedule.

(j) Hospice Services

The County shall reimburse the Hospital for Hospice Services provided to County Inmates at the rate of \$412 (Four Hundred Twelve Dollars) per day. For Covered Patients who are not County Inmates and require hospice services, the Hospital shall submit claims as set forth in Paragraph 4(c) or as set forth in the Hospital's Agreement with other entities.

(k) Third Party Reimbursement

The County shall pay the Hospital for Hospital Services provided to Essex County Inmates provided that the Hospital has determined that such Essex County Inmates do not have third party insurance coverage or that such other payor will not reimburse the Hospital for the services.

In cases where the Hospital is able to bill another payer first, the Hospital shall simultaneously bill the County for services, but shall indicate it is pursuing another payer first. The Hospital shall provide Notice to the County upon receipt of the acceptance of responsibility by the first payor or a denial of same. The time in which the County shall be responsible for payment (see Paragraph 4(1) below) shall not begin until the County has been provided the Notice discussed herein.

Should a County Inmate have third party insurance coverage that pays only a portion of the amount, the Hospital shall bill the County only the non-reimbursed portion for such services in accordance with the rates set forth in is Agreement. Should a County Inmate have third party insurance coverage that does not reimburse the Hospital at all, the Hospital shall bill the County for the full amount of such services in accordance with the rates set forth in this Agreement.

(l) Mechanism and Timing of Payments

The County shall make payments on actual bills submitted for all eligible County Inmates within sixty (60) days of receipt. The County shall perform financial and clinical audits of bills as provided in Paragraph 5(a).

The County shall be responsible to pay the Hospital for all County Inmates' services rendered by the Hospital up until the expiration of the Inmate's sentence or termination of custody with the County as per established law [Saint Barnabas Medical Center v. Essex County, 111 N.J. 67 (1988)]. When compassionate release procedures are initiated by the County for Inmates, the Hospital shall cooperate and put forth best efforts to arrange alternative care and facilities for such Inmates.t

5. REVIEW AND REPORTS

(a) Utilization Review.

(i) With respect to Hospital Services and Physician Services rendered pursuant to this Agreement, the County shall have the right to:

(A) Review to determine that the services were rendered to Covered Patients; and

(B) Conduct utilization review to determine the medical necessity of the services rendered. Utilization review may be conducted on a concurrent basis and payment may be denied for medically inappropriate services, length of stay or services rendered.

(ii) The County, at its sole cost and expense, has contracted with the Inmate Medical Insurance Provider to provide utilization review and claims auditing. The Inmate Medical Insurance Provider will utilize a pre-hospital certification program for Covered patients.

(iii) All authorized, non-emergency, elective admissions and same day surgery will be assigned an Inmate Medical Insurance Provider pre-certification number, which will be written on the medical Referral Transportation Form accompanying the Covered Patients. The Inmate Medical Insurance Provider number must be included by the Hospital on all Covered Patients' inpatient claims generated for elective admissions. Pre-certification shall not affect urgent, non-elective admissions.

(b) Medical Records

The Hospital agrees to waive any medical records review fees and copying fees for the County's on-site medical review. For medical records that are not collected as part of the County's on-site review, the medical records will be provided at a cost of \$1.00 (One Dollar) per page. The Hospital agrees to deliver the requested medical records to the County within seven (7) business days of the request.

(c) Medicaid DRG Charge Assignment

The County has the right to contest Medicaid DRG charges for Inpatient Hospital Services rendered to Covered Patients, pursuant to this Agreement. The first level of contest will include discussions with the Hospital Records Department and, if an agreement or settlement is not achieved, the second level of contest will include the designation of a third party mutually agreed to by the County and Hospital. The findings of the third party will be binding except where a Medicaid DRG appeal system established by the State of New Jersey has jurisdiction to resolve such contested changes.

(d) Claims Review Timing

The County's review of any services rendered in connection with this Agreement shall be completed no later than forty-five (45) days after the County's receipt of bills from the Hospital. If the County determines that any charge is unjustified, it shall contact the Hospital immediately and the parties shall attempt to resolve the issue.

(e) Reports

Upon request by the County, the Hospital shall provide the County with a summary statement of services rendered to Covered Patients. These statements shall include, in addition to the total amount billed for the period, the following data on a patient-by-patient basis: Patient Name; Date of Birth; Social Security Number; Dates of Services; Amount Billed; Third Party Payment; Prior Insurance History, if known; other Third Payor; and CPT codes/ICD9 diagnosis, if available.

6. HOSPITAL INSURANCE COVERAGE

The Hospital shall maintain at its expense during the term of this Agreement, general and professional liability coverage insuring it and its employees, staff and agents against claims for bodily injury or death and property damage resulting from the performance of services or omissions of the Hospital, its employees, staff, and agents under this Agreement. The Hospital shall provide insurance coverage protecting it against claims arising from the professional services or omissions of the Hospital, its employees, staff and agents pursuant to this Agreement within limits of not less than \$1,000,000 per incident and \$3,000,000 in the aggregate.

7. INDEMNIFICATION

In addition to the other rights and remedies of the parties herein, the Hospital agrees to indemnify and hold harmless the County from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Hospital and/or its officers, directors, employees, representatives and agents. Each party agrees it shall be responsible for the acts and omission of the other party.

8. INDEPENDENT CONTRACTORS

It is agreed that, in the performance of this Agreement, the Hospital and its employees and agents shall at all times act as independent contractors with respect to the County, and not as employees of the County. Nothing contained herein shall be construed to create a joint venture, association or other affiliation among the Parties. Further, neither party has the right or authority to create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever. Nor shall either party use the name of the other party in any promotional or advertising material unless review and approval of the intended use shall have first been obtained from the party whose name is to be used.

9. CONFIDENTIALITY OF RECORDS

Both parties shall abide by all state and federal laws and regulations protecting the confidentiality of the records of individuals in their care or receiving the above-described services, including but not limited to, the Federal Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. Parts 160, 162 and 164 as it applies to the release of and access to protected health information; N.J.S.A. 30:4-24.3; and N.J.A.C. 10:41-1.1 et seq.

10. TERMINATION

Either party may terminate the Agreement in writing upon notice to the other party: (i) without cause with not less than ninety (90) days advance notice; (ii) in the event of a material breach after thirty (30) day notice and an opportunity to cure; and/or (iii) as otherwise set forth in this Agreement. Termination shall take immediate effect upon failure of the Hospital to maintain its license, certification, or other necessary legal or regulatory qualification or upon bankruptcy or dissolution.

Further, the County may immediately terminate said Agreement upon the determination by its Director of the Department of Corrections or his designee that termination is necessary in order to protect health, safety or welfare of its inmates/patients, visitors, and/or County agents, servants and/or employees.

Likewise, the Hospital may immediately terminate this Agreement upon the determination by its Chief Executive Officer or his or her designee that termination is necessary in order to protect the health, safety or welfare of its patients, visitors and/or employees.

11. NON-FAIR AND OPEN CONTRACT

This Agreement is made as a non fair and open professional services contract. As such, the Hospital shall complete and submit with this Agreement a Business Entity Disclosure Certification wherein it shall certify that the Hospital, its corporate officers, principals, directors, and/or any subsidiaries and/or assigns directly or indirectly controlling in excess of ten percent (10%) of the profits or assets of the Hospital have not made any reportable contributions to a political party or candidate committee in the County of Gloucester in the one (1) year period preceding the award of this contract. This Agreement also prohibits the Hospital and its corporate officers, principals and directors or their spouses along with any controlled subsidiaries owning more than ten percent (10%) of the profits or assets of the Hospital from making any reportable contributions to a political party or candidate committee in the County of Gloucester for the duration of its term.

12. REPRESENTATIONS AND WARRANTIES

(a) The County represents and warrants that the undersigned are the duly authorized to execute this Agreement by and on behalf of the County; that the County has all necessary power and authority to enter into and perform its duties under this Agreement; that all necessary and proper action has been taken by the County in order to enter into and give effect to this Agreement; that entering into this Agreement does not violate any law, rule or regulations of the State of New Jersey to which the County is subject.

(b) The Hospital represents and warrants that the undersigned are the duly appointed officers of the Hospital duly authorized to execute and deliver this Agreement by and on behalf of the Hospital; that the Hospital has all necessary power and authority to enter into and perform its duties under this Agreement; that all necessary and proper action has been taken by the hospital in order to enter into and give effect to this Agreement; that entering into this Agreement does not violate any law, rule or regulations of the State of New Jersey to which the Hospital is subject.

13. NOTICES

All notices and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have given or made: (A) if by hand, immediately upon delivery; (B) if by telecopier, immediately upon confirmed receipt; (C) if by United States postal service, then four (4) days after being sent via certified, return receipt requested mail; and (D) if by nationally recognized overnight carrier, the next business day. All notices are to be sent to the parties as follows:

East Orange General Hospital
Martin A. Bieber
Interim President & CEO

County of Gloucester
Chad M. Bruner
County Administrator

300 Central Avenue
East Orange, New Jersey 07018

2 South Broad Street
Woodbury, New Jersey 08096

with copy to:
Jonathan A. Keller, Esq.
General Counsel
240 Central Avenue
East Orange, NJ 07018

14. ASSIGNMENT

Subject to the written consent of the County, which shall not be unreasonably withheld, the Hospital may assign this Agreement to a successor corporation.

15. ORAL NEGOTIATIONS SUPERSEDED; AMENDMENT

This Agreement, together with the other instruments and documents referred to herein, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect of the subject matter hereof. This Agreement may not be amended or modified in any matter, including the provision by oral amendment or modifications, except by an instrument in writing signed by the parties.

16. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17. PARAGRAPH HEADING

Paragraph headings used herein are for convenience only and shall not affect construction of this Agreement.

18. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties expressly consent to venue and jurisdiction in Hudson County, New Jersey.

19. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, on the day and year

first above written.

ATTEST:

ATTEST:

Chad M. Bruner,
Administrator/Clerk of the Board

HOSPITAL

Martin A. Bieber
Interim President & CEO
East Orange General Hospital

COUNTY OF GLOUCESTER

Robert M. Damming, Freeholder Director

RESOLUTION AUTHORIZING EXECUTION OF THE FY 2016 IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE STATE DIVISION OF FAMILY DEVELOPMENT FOR THE COUNTY SHERIFF FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 FOR \$496,052.00

WHEREAS, the County has previously entered into yearly Title IV-D NJKiDS Reimbursement Agreements with the New Jersey Division of Family Development (NJDFD), which set forth performance standards and reimbursement procedures for the Sheriff's Department for arrest services where bench warrants pertaining to child support and paternity matters have been issued. These are statewide agreements available to all County Sheriffs; and

WHEREAS, the NJDFD has agreed to a Fiscal Year 2016 Reimbursement Agreement with the County for the period October 1, 2015 to September 30, 2016, in the amount of \$496,052.00, which amount is based on employee salaries, the number of individuals arrested, and the amount of child support collected by the courts.

WHEREAS, the Reimbursement Agreement has been reviewed by Sheriff's Department and County Counsel and both have recommended execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Sheriff and the Freeholder Director be and are hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, the Gloucester County FY 2016 Title IV-D NJKiDS Reimbursement Agreement with the New Jersey Division of Family Development from October 1, 2015 to September 30, 2016, in the amount of \$496,052.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 2, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/ CLERK OF THE BOARD



FS

CHRIS CHRISTIE
Governor

State of New Jersey
DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
PO BOX 716
TRENTON, NJ 08625-0716
(609) 588-2400

ELIZABETH CONNOLLY
Acting Commissioner

KIM GUADAGNO
Lt. Governor

NATASHA JOHNSON
Director

August 3, 2015

Sheriff Carmel M. Morina
Gloucester County Sheriff's Office
P.O. Box 376
2 South Broad Street
Woodbury, NJ 08096

Dear Sheriff Morina:

Attached is the FFY 2016 IV-D Sheriff Agreement for Gloucester County Sheriff, effective October 1, 2015 through September 30, 2016. Please print out two (2) copies of the agreement, and affix the appropriate signatures and date to each document on page 19. Once the signatory process has been completed, please mail both of the original documents to the Office of Child Support Services, to the following address for the Director's signature no later than **September 7, 2015**. We recommend that your county use certified mail to ensure that the agreements are received by DFD. A fully executed copy of the Agreement will be returned to you.

Attn: Patricia Risch, Assistant Director
Department of Human Services
Division of Family Development
Office of Child Support Services
5 Quakerbridge Plaza
PO Box 716
Trenton, NJ 08625
(use Mercerville, NJ 08619 if mailing to DFD's Physical address)

We appreciate any efforts to expedite this process. If your county is unable to execute the Agreement by the above noted date, please contact Joyce Frigen, of my staff at (609) 631-2691, and she will gladly assist you. Thank you for your attention to this matter.

Sincerely,

Patricia Risch
Assistant Director

PR:BR:jf
Enclosure

New Jersey Is An Equal Opportunity Employer

WRITTEN AGREEMENT FACT SHEET

CHECK ONE:

NEW
 RENEWAL
 AMENDMENT

CHECK ONE:

CONTRACT
 INTERAGENCY/AGREEMENT
 GRANT/WAIVER APPLICATION

* * * * *

DESCRIPTIVE TITLE: GLOUCESTER COUNTY TITLE IV-D REIMBURSEMENT AGREEMENT

PARTIES TO CONTACT: THE COUNTY OF GLOUCESTER
THE SHERIFF'S OFFICE OF GLOUCESTER COUNTY
AND NEW JERSEY DFD

SIGNATORIES: NATASHA JOHNSON, DIRECTOR
DIVISION OF FAMILY DEVELOPMENT
ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR
CARMEL M. MORINA, COUNTY SHERIFF
CHAD M. BRUNER, COUNTY ADMINSTRATOR/
ACTING CLERK OF THE BOARD

SIGNATURE DEADLINE: NON SPECIFIED

TERMS OF CONTRACTS: OCTOBER 1, 2015 THRU SEPTEMBER 30, 2016

COSTS: \$496,052.

FUNDING SOURCE(S): ADMINISTRATIVE ACCOUNT
100-054-7550-173-6110

A. Introduction

This Agreement is entered into between the New Jersey Department of Human Services (herein after called "DHS"), Division of Family Development (herein after called "DFD") and the County of Gloucester (herein after called the County) and the Sheriff's Office of Gloucester County (herein after called the Sheriff's Office). All parties to this Agreement will comply with Part D of Title IV of the Federal Social Security Act, implementing current regulations, and any other applicable Federal Regulations and requirements.

Effective September 1, 2009, the DFD implemented a new child support enforcement and case management computer system, NJKiDS. NJKiDS is the federally recognized state case registry for the New Jersey child support program, pursuant to Title IV-D regulations. NJKiDS is utilized by the DFD, the New Jersey Judiciary, County Welfare Agencies and County Sheriff Departments. Warrants on Title IV-D cases are issued electronically by the New Jersey Superior Court through NJKiDS. Each county sheriff department will receive court issued electronic warrants via NJKiDS and utilize NJKiDS for various data entry and inquiry functions as described herein. Relevant information is also provided to authorized Sheriffs' users via the NJKiDS agency web portal.

NJKiDS is not a law enforcement warrant database. NJKiDS does not supplant the use of or interface with the New Jersey Wanted Persons (N JWPS), National Crime Information Center (NCIC) and/or other designated warrant law enforcement systems recognized by the law enforcement community. Each designated sheriff department shall continue to utilize NJWPS, NCIC, and/or other systems, in accordance with standard local, state and federal regulations and guidelines.

B. Purpose

The purpose of this Agreement is for the DFD to establish a set of performance standards and reimbursement procedures with the Sheriff's Office for arrest services in those IV-D cases where a bench warrant pertaining to child support and/or paternity matters has been issued by a court of competent jurisdiction for the purposes including, but not limited to, establishing paternity and support obligations, including health insurance coverage, failure to appear before a court of competent jurisdiction and for payment of arrearages owed.

C. Definitions

For purposes of this contract the following terms will be defined thus:

ARREST SERVICES - will include all reasonable attempts to apprehend the individual identified in the bench warrant and produce that individual before a judge or other specified officer of the court within 72 hours of his or her arrest.

ARREST - will refer to the physical act of taking into custody the individual identified in the bench warrant. Such term shall not apply to voluntary surrender to the court or in instances where warrants are vacated.

BENCH WARRANT STATUS:

- **ACTIVE:** A bench warrant was issued and remains outstanding.
- **EXECUTED:** The subject of the bench warrant was arrested. The SQCR Sheriff Reimbursement Report only contains qualifying child support collections as a result of executed warrants.
- **DETAINED:** The subject of the bench warrant is incarcerated for another alleged crime and is being held on the child support warrant. Warrant status will be updated to 'Executed' once the subject has been released to the custody of the sheriff's office for arrest on the child support warrant.
- **DISCHARGED:** Bench warrant has been recalled and is no longer valid.

CORRECTIVE ACTION PLAN - a plan of action to correct deficiencies in the performance as identified by the DFD. Such a plan must describe the methods and plans for correcting said deficiencies, and the time frames for doing so.

DIVISION OF FAMILY DEVELOPMENT - the single state agency established to supervise the New Jersey State Plan under Title IV-D of the Social Security Act (42 U.S. C 654 *et seq.*) which creates the Child Support and Paternity Program and empowers the State DFD to promulgate rules and regulations required to administer that program effectively. N.J.A.C. 10:80-1.2(b)4.

GOOD CAUSE - circumstances beyond the control of the county which affect work load or personnel such as worker strike, lay off, act of God, fire or any other circumstances determined to be good cause after review by the DFD.

NJKIDS - the automated child support enforcement and case management computer system which is the federally recognized state case registry for the New Jersey child support program, pursuant to Title IV-D regulations at 45 C.F.R. 302.85.

D. Duties to be Performed

Upon entering into this contract both the Sheriff's Office and the DFD will have certain functions and duties to perform as outlined in this Cooperative Agreement and in accordance with performance standards as described in Section III of this Agreement and herein.

I. Duties and Functions of the Sheriff's Office:

1. The Sheriff's Office will receive warrants on Title IV-D cases which emanate electronically, from various courts throughout New Jersey.

2. The Sheriff's Office will receive warrants on Title IV-D cases which emanate electronically, from courts in other counties, and have procedures to execute these warrants in accordance to local, state and federal regulations and guidelines.
3. The Sheriff's Office shall have written procedures for receipting warrants, which are date and time stamped, on Title IV-D cases issued electronically by a New Jersey court through the NJKiDS computer system.
4. Pursuant to constitutional authority designated to the county sheriff, all pertinent information shall be submitted to authorized personnel and entered onto the NCIC and/or other designated law enforcement systems recognized by the law enforcement community.
5. The Sheriff's Office shall have a case file establishment and assignment process.
6. The Sheriff's Office shall have access to and utilize NJKiDS for purposes of: receiving and printing warrants on Title IV-D cases, data entry purposes of executing warrants and making case notes, receiving and printing the Sheriff Quarterly Report, and inquiry access to child support case information to cross reference data before and after attempts to execute warrants for locate and warrant status information.
7. The Sheriff's Office shall designate adequate staff to receive authorized access to NJKiDS and/or agency web portal, provided by the DFD, to ensure continuity of operations. NJKiDS is a web-based application and authorized sheriff staff can access NJKiDS through their local computers via a DHS secured server. The NJKiDS agency web portal is an online tool to be used in a secure setting only when NJKiDS is not available.
8. The Sheriff's Office shall have staff with access to NJKiDS or an agency web portal to participate in trainings provided by DFD. Trainings provided by DFD shall be solely relative to duties and functions as described within this Agreement.
9. The sheriff staff shall attempt services upon the individual at all locations and addresses provided in the warrant and follow up, as necessary, on additional information as it becomes available. All service attempts should be documented in case file and NJKiDS.
10. Sheriff staff shall make follow-up attempts to serve the warrant until such time as the individual is apprehended, the bench warrant is vacated by judicial order or warrant is deemed no longer valid in accordance with other State regulations recognized by the law enforcement community.
11. Once the Sheriff's Officer locates the non-custodial parent, that individual shall be taken into custody immediately.
12. The Sheriff's Officer shall bring the individual before a judge or other specified officer of the court as soon as is practicable following the apprehension of the non-custodial parent.
13. The Sheriff's Office shall participate in statewide coordinated raids and/or amnesty initiatives.

14. The Sheriff's Office shall submit detailed reports pertaining to arrest services on a quarterly basis in order to obtain payment for services; and payment for services shall be based on the collection performance standards specified in Attachment B. All County Expense Reports will be submitted in accordance with the procedures identified in Attachment B1, Procedures for the Submittal of Sheriff's Quarterly Expense Reports.
15. The Sheriff's Office agrees to retain all records and other relevant information for 6 (six) years after the final payment, in accordance with Attachments A and B to this Agreement. However, if any investigation, claim, financial management and review, or audit is started before the expiration of the 6-year period, the record shall be retained until they are resolved and final action taken. Representatives of the DHS, the DFD, and the New Jersey Treasurer, as well as any appropriate federal entities shall have full access to the above mentioned records and documents during this period.
16. The Sheriff's Office agrees that all staff accessing or handling child support data from any source shall sign the "State of New Jersey IV-D Agency Child Support Data user and Confidentiality Agreement" and adhere to its terms and conditions.
17. The Sheriff's Office agrees to comply with all child support data security provisions, namely the IRS Disclosure Awareness Video and Incident Reporting protocol in accordance with the requirements set forth in Action Transmittal 15-06, Data Security Policy: Incident Reporting Protocol, Data User and Confidentiality Agreement and IRS Disclosure Awareness Video, and all required data security trainings provided by the DFD.
18. The Sheriff's Office agrees to permit the DHS and the DFD to monitor Title IV-D activities carried on by the Sheriff's Office upon presentation to the county or Sheriff's Office of proper credentials of identification.
19. If a performance deficiency is identified through the monitoring process, the county shall provide a Corrective Action Plan to the DFD. The plan shall provide a clear explanation of what corrective actions are being proposed to bring each respective performance standard into future compliance, including a time frame for implementing these actions. Once the Corrective Action Plan is approved by DFD, all corrective measures must be integrated into the regular business practice within ninety (90) calendar days of the approval date.

II. Duties and Functions of the DFD:

1. The DFD shall provide sheriff staff the necessary account credentials to access NJKiDS and/or the agency web portal.
2. The DFD shall provide trainings to sheriff staff with access to NJKiDS and/or agency web portal. Trainings provided by DFD shall be solely relative to duties and functions as described within this Agreement.

3. The DFD shall review the County Expense Reports, which are submitted in accordance with Attachment B and Attachment B1, Procedures for the Submittal of Sheriff's Quarterly Expense Reports, and verify the accuracy of the information contained in the reports utilizing NJKiDS or where appropriate, field visits.
4. The Financial Reporting Unit will calculate the percentage of the reimbursement due to the County, according to the collection performance standards outlined in Attachment B.
5. Once the appropriate percentage has been determined, payment will be prepared for the calculated amount and sent to the county in a timely manner.
6. If a county is found to have been reimbursed for a collection that should not have been claimed, the DFD will process the overpayment as follows:
 - a. The DFD will request in writing that the sheriff's office resubmit the quarterly report in which the overpayment was made, deducting the collection(s) which should not have been claimed.
 - b. The DFD will review the corrected report and ensure the inappropriate collection has been deducted; forwarding the correct report to the Financial Reporting Unit.
 - c. The Financial Reporting Unit will receive the corrected report and recalculate the cost/benefit ratio. The appropriate reimbursement rate will be determined by matching the cost/benefit ratio to the rate schedule on Attachment B, page 2 of the Sheriff's Cooperative Agreement (attached). Using the appropriate reimbursement rate the Financial Reporting Unit personnel will compute the reimbursable expenditure amount. The overpayment will be calculated by subtracting the reimbursable expenditure amount from the amount actually paid to the county for that quarter. The Financial Reporting Unit will inform appropriate DFD staff of the amount of the overpayment.
 - d. The Financial Reporting Unit will deduct the amount of the overpayment from the reimbursable expenditure amount from the next quarterly report submitted.
 - e. The DFD will send a letter to the County Sheriff's Office informing them that the amount of overpayment will be deducted from the reimbursement amount of their next quarterly report submitted.
7. The DFD will conduct a triennial on-site technical program review. A statistically valid sample of the IV-D cases will be reviewed to determine if appropriate action has been taken on 75% of the cases. Appropriate action is defined as the timely implementation of the requirements specified in Sections I and III of this Agreement, which address both specific duties and performance.

8. The DFD will notify the Sheriff's Office in writing of the findings of the above review. If a Corrective Action Plan is required by the Sheriff's Office as a result of problems identified in the review, this plan must address those problems and provide steps to be taken for corrective action. If a Corrective Action Plan is required, the elements will be so stated.
9. The DFD must approve the acceptability of any Corrective Action Plan deemed necessary within 15 working days. Upon DFD approval of said plan, the Sheriff's Office shall take immediate steps (not to exceed 90 calendar days) to correct the identified problem(s).
10. The DFD will retain all records and documents relevant to this Agreement for six (6) years after final payment. However, if any investigation, claim, financial management review, or audit is started before the expiration of the 6-year period, the records shall be retained until they are resolved and final action taken.
11. DFD will provide the Sheriff's Office with necessary materials required to execute the annual "State of New Jersey IV-D Agency Data User and Confidentiality Agreement" in accordance with Action Transmittal 15-06.

III. Performance Standards

Sheriff's Office Shall:

1. Utilize NJKiDS daily, for warrants on Title IV-D cases including, but not limited to, the following purposes:
 - A. Retrieve and print electronic warrants signed and issued by the NJ Superior Court;
 - B. Review child support demographic and warrant case information;
 - C. Monitor the change in warrant status (active, negotiated settlement, executed, detained, and discharged);
 - D. Enter data in required fields and making case notes as referenced in agreement;
 - E. Access and print the Sheriff Quarterly Report.
2. Have written procedures for receipting warrants on Title IV-D cases that are issued electronically via NJKiDS, or manually, by the NJ Superior Court. Procedures shall include, but are not limited to the following:
 - A. A date and time stamp; (staff may utilize free form text on NJKiDS to denote receipt on a warrant case, however, this will not result in an automated receipt date on the physical warrant printed from NJKiDS).
 - B. Warrants shall be receipted, hard copy, dated and time stamped, within seven (7) business days of the warrant issue date on NJKiDS. Business day is defined as a Monday through Friday, excluding holidays (used hereafter).
 - C. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. If exception has been DFD approved, the warrants shall be receipted in a reasonable timeframe and conducive to managing case volume of said county.
 - D. For purposes of establishing a case file under this Agreement, a warrant will not be deemed in sheriff receipt unless specified with a date and time stamped.
3. Monitor NJKiDS daily for WRKL alert notifications of warrants issued by the NJ Superior Court on Title IV-D cases and enter the warrant information on to the NCIC and/or other designated law enforcement system recognized by the law enforcement community within three (3) business days of the receipt of the warrant.
4. Once information is entered onto NCIC, update NJKiDS BWLT screen with the date the warrant was entered on NCIC within three (3) business days.
5. All new cases shall have a hard copy case file created and be assigned to a sheriff staff person within three (3) business days of warrant stamped receipt date.
6. Monitor NJKiDS daily for alert notification of changes to the Title IV-D warrant status. For any warrant that has been discharged or vacated by the New Jersey Superior Court, record the discharge of the warrant on NCIC and/or other designated law enforcement system recognized by the law enforcement community within one (1) business

day of the alert notification. Once completed, update NJKiDS with the date the warrant was discharged or vacated on NCIC and/or other designated law enforcement system within one (1) business day.

7. Initiate action to execute the warrant within fifteen (15) business days of case assignment. Utilize NJKiDS to verify warrant status and warrant case information, prior to any attempts to execute a warrant. Record the findings of initial attempt in the case file and on the BWLT and NOTE screen in NJKiDS.
8. Attempt execution of the warrant one or more days each month for three consecutive months, if the initial execution of a warrant is unsuccessful and no sufficient location information is available. Document all attempts on the NOTE screen in NJKiDS.
9. If further attempts to execute the warrant are unsuccessful, the Sheriff's Officer must attempt service at least once within a 12 month period, until the individual is apprehended or the Sheriff's Office is notified the bench warrant is vacated. Documentation should be retained in case file and on NJKiDS NOTE Screen.
10. Follow-up on the execution of the warrant by attempting service within five (5) business days of receiving new information. Retain documentation of attempted service and/or any new information obtained in case file and on NJKiDS NOTE screen. If new information is received from a source other than child support, a Note to File Action Alert should be sent to the Probation caseworker through the NOTE screen in NJKiDS.
11. Inform appropriate source of invalid address on warrant within three (3) business days of attempted service. Findings shall be documented in case file and a Note to File Action Alert should be sent to the Probation caseworker through the NOTE screen in NJKiDS.
12. All Title IV-D warrants shall be executed in NJKiDS the same day as arrest. Arrests that occur during night time hours, weekends and/or holidays must be executed in NJKiDS on the next business day. Exceptions to meeting this timeframe must be submitted in writing to the DFD and approved by the DFD. All documentation must be recorded in the case file and NJKiDS BWLT screen.
13. Participate in at least two (2) statewide coordinated raids and/or amnesty initiatives per Agreement year.
14. Maintain time and attendance records for individuals performing child support functions.
15. Submit a quarterly expense report to the DFD, within twenty (20) calendar days of the end of the quarter, in accordance with the elements in Attachment B.
16. Maintain a cost/benefit ratio of at least \$1: \$1.60.
17. Complete all necessary/appropriate action as provided under this Agreement on a minimum of 75% of the sample cases, unless good cause is determined for not doing so. Where this standard is not met and good cause is not demonstrated, a Corrective Action Plan addressing this problem shall be developed.

18. Provide the DFD with a Corrective Action Plan within thirty (30) calendar days after receiving a written notification from the DFD specifying a deficiency.
19. Provide the DFD with the name and telephone number of a contact person and an alternate within the agency.

The DFD shall:

1. Review county expense reports on a quarterly basis.
2. Provide payment for reimbursable expenditures within thirty (30) calendar days of receipt of an approved expense report.
3. Conduct a triennial on-site audit.
4. Notify the Sheriff's Office in writing within thirty (30) calendar days of the findings resulting from the triennial audit.
5. Respond to the acceptability of a Corrective Action Plan within fifteen (15) calendar days when such a plan is necessary.

IV. Special Provisions

1. This Agreement is conditioned upon the availability of Federal Financial Participation from the DFD to reimburse the county fees in connection with arrest services in administering the State's Title IV-D laws within the county.
2. This Agreement may be amended by mutual consent of the parties. Any amendment shall be reduced to writing, executed in the same manner as this Agreement, and incorporated into this Agreement.
3. Raids and/or Amnesty programs may not be initiated without prior written approval of the DFD.
4. The DFD reserves the right to refuse to reimburse the county, or in the alternative, to terminate this Agreement entirely upon thirty (30) calendar days written notice, if the Sheriff's Office fails to provide services consistent with the State IV-D Plan or this Agreement. The DFD may refuse reimbursement for the following reasons:
 - a. Failure to perform (without good cause) within the parameters of the performance standards of this Agreement.
 - b. Failure to present Corrective Action Plan(s) as required by this Agreement.
 - c. Failure to provide correct and full reports as required by this Agreement.
5. The DFD may exercise its right to terminate the contract for the following reasons:
 - a. Violation of Federal and/or State Law.
 - b. Failure to take appropriate corrective action.

- c. Repeated failure to perform (without good cause) within the parameters of the performance standards, as outlined in Section III of this Agreement.
6. This Agreement shall be terminated upon the decision of any court of competent jurisdiction to the effect that this Agreement is in violation of Federal or State law in its entirety. However, if any particular provision of this Agreement is found to be invalid, the remainder of this Agreement shall continue to be in effect, unless to do so would contravene the purpose of this Agreement.
7. This Agreement may be terminated upon thirty (30) days' written notice by either party based upon the occurrence of a change in applicable Federal law(s) or regulation(s) that would result in the unavailability of Federal funds for services to be provided under this Agreement.
8. In the event the Sheriff's Office is unable to perform under the conditions of this Agreement, the County and Sheriff's Office may terminate this Agreement upon thirty (30) days' written notice to the DFD.

ATTACHMENT A

The Sheriff's Office shall maintain individual case records sufficient to permit evaluation of progress on each case record. A record must be kept in a format that would allow for easy review as to the progress of the case. The following information must be included in the case file:

1. Complainant's name
2. Name and address of non-custodial parent
3. Date of birth of non-custodial parent
4. Social Security number of non-custodial parent
5. Name and address of employer
6. Arrears
7. Copy of the Warrant
8. Docket #
9. CS#
10. Action taken on case (1st, 2nd, 3rd attempts and at least once within a 12 month period thereafter)
11. Outcome of action
12. Special provisions - an example of a special provision would be if a wage execution were signed.
13. Officer's name
14. Other relevant information
 - a. NJKiDS inquiries
 - b. NCIC entry documentation
 - c. Any other source

ATTACHMENT B
Fiscal System and Reports

This Attachment is applicable to the Sheriff's Office and is provided to ensure uniformity in the maintenance of a fiscal system and preparation of appropriate reports.

1. Total Sheriff's Officers' costs of arrest services, for the period October 1, 2015 through September 30, 2016, performed pursuant to this Agreement, shall not exceed \$496,052. Which shall include not more than \$294,099. in salaries and \$201,953. in fringe benefits for the officers assigned to the serving of warrants.
2. Appropriations for Sheriff's Officers shall constitute in whole or in part the non-federal share of each fee for service to satisfy the Federal requirement of State financial participation.
3. The DFD shall make payments to the county for the Federal share of allocated fees for service provided by the Sheriff's Office within the limits set forth in Items 1 and 6 of this Attachment to the extent that such payment does not exceed actual expenditures. Allowable expenditures are limited to salaries and fringe benefits.
4. In order to receive payment, the Sheriff's Office shall file a Quarterly Budget Report identifying those services performed by the Sheriff's Office in a case-specific format as well as the actual expense incurred by the Sheriff's Office in performing those activities. The Quarterly Budget Report contains the following: the SQCR Sheriff Quarterly Collection Report and the Summary of Federally Reimbursable Expenditures form.
5. The Quarterly Budget Report shall be filed within twenty (20) calendar days of the end of the quarter. Late submission of these reports may result in a delay, penalty or reduction in the rate of reimbursement.
6. The DFD will make a payment at the end of the quarter for a federal share of all approved fees, based upon the required reports filed with the DFD for the quarter. All funds collected, as the result of a warrant action will be counted as follows:
 - a. The value of lump sum collections on arrears as a result of the warrant arrest and received within five (5) calendar days of the date of arrest and additional payments made up until ninety (90) calendar days of the date of arrest. Payments are recorded within the Quarter reviewed.
 - b. Any regular payment whether consecutive or not made by the obligor which includes the following receipt sources from NJKiDS--EW (employer wage); RE (regular pymt); PM (release amount); QR (QDRO/EDRO) and VL (voluntary payment).
 - c. Excludes payments resulting from enforcement actions initiated by any other entity, independent of information received as a result of the Sheriff's Office action.
 - d. The value of all new orders paid within the quarter.

- e. The value of an upward modification to an existing support order paid within the quarter.
- f. Support collected by one county at the request of another county will be treated as having been collected in full by each county.

ATTACHMENT B Cont'd.

The reimbursement rate shall be in accordance with the following schedule:

COLLECTION PERFORMANCE STANDARDS

Quarterly Collections	Reimbursement Rate
\$1: \$4.00	Maximum FFP rate: 66%
\$1: \$3.80	63%
\$1: \$3.60	60%
\$1: \$3.40	55%
\$1: \$3.20	50%
\$1: \$3.00	45%
\$1: \$2.80	40%
\$1: \$2.60	35%
\$1: \$2.40	30%
\$1: \$2.20	25%
\$1: \$2.00	20%
\$1: \$1.80	15%
\$1: \$1.60	10%

ATTACHMENT B Cont'd.

	SALARIES	FRINGE	TOTAL
STAFF PERSON			
Officer William Tappin	\$67,205.	\$46,693.	\$113,897.
Detective Thomas Atkinson	\$69,841.	\$48,524.	\$118,365.
Investigator Philip DePietro	\$61,746.	\$42,926.	\$104,672.
Detective John Hamilton	\$71,158.	\$49,440.	\$120,598.
Clerk 1 Christina Trifiletti	\$24,150.	\$14,369.	\$38,519.
TOTAL:	\$294,099.	\$201,953.	\$496,052.

ATTACHMENT B1
PROCEDURES FOR THE SUBMITTAL OF SHERIFF'S
QUARTERLY EXPENSE REPORTS

1. Utilization of Standardized Reports: In order to report collections/payments and expenses and to be reimbursed according to the signed Cooperative Agreement, the following two approved DFD documents must be submitted on a quarterly basis:
 - NJKiDS SQCR Sheriff Quarterly Report: an automated report accessed via the SQCR screen of NJKiDS. There is no manual data entry necessary. Staff can access and print this report at the close of each Federal Fiscal Quarter.
 - Summary of Federally Reimbursable Expenditures form: a form created via an Excel spreadsheet. This form requires minimal manual data entry.
2. Required Data Entry on NJKiDS and Sheriff Quarterly Reports: Sheriff staff is required to enter certain data elements on the NJKiDS BWLT Screen (bench warrant screen) upon execution of a Title IV-D child support warrant. By doing so, NJKiDS is programmed to auto-populate the SQCR Sheriff Quarterly Report with collection information as set forth in the collection criteria listed in *Attachment B.6, Fiscal System and Reports*.
3. Automated Calculation and Recording of Collections: If sheriff staff does not utilize NJKiDS to execute warrants, NJKiDS will not record the collection on the SQCR Sheriff Quarterly Report and it will not be included in the calculations associated to the county for reimbursement.
4. Daily time reports and signed confidentiality agreements should be retained on file for audit purposes.
5. All required reports shall be submitted on a quarterly basis no later than twenty (20) calendar days after the end of the quarter to:

Attention: Tikonblah Moore, Child Support Specialist 1
Department of Human Services
Office of Child Support Services
PO Box 716
Trenton, New Jersey
(609) 631-2758

Late submission may result in a delay, penalty, or reduction in the reimbursement, pursuant to the Sheriff's Cooperative Agreement Addendum.

6. Federal Fiscal Year (FFY) 2016 quarterly reporting due dates are:

First quarter:	10/01/15 to 12/31/15; Due by: 01/20/16
Second quarter:	01/01/16 to 03/31/16; Due by: 04/20/16
Third Quarter:	04/01/16 to 06/30/16; Due by: 07/20/16
Fourth Quarter:	07/01/16 to 09/30/16; Due by: 10/20/16

ATTACHMENT C

Disclosure of information

1. Any staff that performs IV-D functions, or accesses NJKiDS must sign a Child Support Data User and Confidentiality Agreement annually and attend data security training, as stated in the requirements of the Data Security Manual. This manual is accessible on the New Jersey Child Support website, njchildsupport.org.
2. Any staff that performs IV-D functions, or accesses NJKiDS must view, on an annual basis, the IRS webinar video as stated in the requirements of the Data Security Manual. This video and/or the text for the video are accessible on the New Jersey Child Support website, njchildsupport.org.
3. Disclosure of information concerning Title IV-D clients shall be limited to the administration of Title IV-D Program as it relates to the establishment of paternity and collection of child support.
4. Information applicable to this program may be provided to appropriate staff of the Probation Division, State and local prosecutors, the DHS staff, the State and county IV-D staff, and the State Attorney General's Office.
5. Nothing in this Agreement shall be construed to conflict with the regulations of safeguarding information as stated in the requirements set forth in the Title IV-D Confidentiality Agreement, provided by DFD.

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT**

DATE: _____ BY: _____
Natasha Johnson, Director

COUNTY OF GLOUCESTER

DATE: _____ BY: _____
Robert M. Damminger, Freeholder Director

ATTEST: _____
**CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD**

DATE: _____ BY: _____
Carmel M. Morina, County Sheriff

FL

RESOLUTION AUTHORIZING AN APPLICATION WITH THE STATE DIVISION OF CRIMINAL JUSTICE FOR THE 2015 BODY ARMOR REPLACEMENT GRANT

WHEREAS, the New Jersey Department of Law & Public Safety, Division of Criminal Justice Body Armor Replacement Grant Program awards body armor (vest) replacement grants annually to effectuate a five-year vest replacement cycle. The Program requires annual renewal applications; and

WHEREAS, the County, through the County Sheriff, desires to apply for renewal of the Grant for 2015 for the purchase of the vests for Sheriff's Department employees. The County has in previous years applied for and received the grant funding; and

WHEREAS, the number of vests to be purchased will be determined by the amount of the grant award as determined by the State. The term of the grant is November 5, 2015 to March 19, 2016; and

WHEREAS, the Gloucester County Sheriff has reviewed all data supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all such data is true and correct;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary to apply to the New Jersey Department of Law & Public Safety, Division of Criminal Justice, for the 2015 State Body Armor Replacement Program Grant for body armor (vests) for Sheriff's Department employees.

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

BE IT FUTHER RESOLVED that the Gloucester County Sheriff's Department will be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 2, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

F-6

GRANT REQUEST FORM

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

DATE: August 19, 2015

1. TYPE OF GRANT

 NEW GRANT

 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: 2015 State Body Armor Replacement Fund

3. GRANT TERM: FROM: 11-5-2015 TO: 3-19-2016

4. COUNTY DEPARTMENT: Sheriff

5. DEPT. CONTACT PERSON & PHONE NUMBER: Vicki Antonini 856-384-4630

6. NAME OF FUNDING AGENCY: State of New Jersey Dept. of Law & Public Safety Division of Criminal Justice

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To apply to the State of New Jersey Div. of Criminal Justice for monies to Be used to purchase body armor 5 or more years or ones that are damaged. Grant term to run from 11-5-2015 to 3-19-2016.

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

NAME	AMOUNT	NAME	AMOUNT
N/A			

9. TOTAL SALARY CHARGED TO GRANT: \$ -0-

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANTS \$ N/A

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

13. DATE APPLICATION DUE TO GRANTOR 8-29-2015

Agency Information	
Agency Id	250
DCJ Tracking Number	16876
Treasury Location Code	04
Tax ID	21-500-0660
Agency Name	Gloucester County Sheriff's Office
Agency Type	Sheriff
County	Gloucester
Municipality	GLOUCESTER
Address	2 S. Broad Street
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-4630
Fax Number	(856) 384-4679

Agency Contact Information	
Name	Mrs Vicki Antonini
Title	Sheriff's Aide
Email Address	vantonini@co.gloucester.nj.us
Address	PO Box 376
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-4630
Fax Number	(856) 384-4679

Agency Head/Chief Law Enforcement Officer	
Name	Mr. Carmel M. Morina
Title	Sheriff
Email Address	cmorina@co.gloucester.nj.us
Address	2 S. Broad Street
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-4630
Fax Number	(856) 384-4679
Submission Date	07/01/2015
Current Officers	87, in 2014: 87

Chief Financial Officer	
Name	Mr. Gary M. Schwarz
Title	CFO
Email Address	aliberto@co.gloucester.nj.us
Address	P.O. Box 337
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 853-3356
Fax Number	(856) 251-6778
Submission Date	08/18/2015

Body Armor Application 2015

Financial History							
Year	# Officers	Funding	State Funded Expenditure	Cumulative Unexpended Balance	Vests Purchased	Reason Not Spent	Other Reason
1998	0	\$6,801.44	\$6,322.83	\$478.61	12		
1999	0	\$9,868.18	\$9,868.18	\$478.61	20		
2000	0	\$15,385.31	\$15,385.31	\$478.61	22	prc	
2001	166	\$15,557.86	\$0.00	\$16,036.47	0	prc	
2002	170	\$15,905.33	\$2,187.36	\$29,754.44	4	PRC	
2003	170	\$15,587.21	\$0.00	\$45,341.65	0		
2004	66	\$6,116.99	\$51,458.64	\$0.00	68		
2005	69	\$6,163.68	\$5,601.45	\$562.23	7		
2006	76	\$7,104.12	\$7,666.34	\$0.00	11		
2007	81	\$8,769.33	\$5,674.71	\$3,094.62	17	OTH	Purchases planned for '08 new hires
2008	91	\$8,805.94	\$3,000.33	\$8,900.23	4	PRC	
2009	89	\$2,673.19	\$7,070.75	\$4,502.66	9		
2010	87	\$7,359.69	\$10,951.95	\$910.40	15		
2011	87	\$7,913.05	\$8,823.45	\$0.00	14		
2012	87	\$8,118.22	\$0.00	\$8,118.22	0	PRC	
2013	82	\$9,861.54	\$17,280.85	\$698.92	23	PRC	
2014	87	\$7,838.57	\$8,537.48	\$0.00	8		
Totals		\$159,829.64	\$159,829.64	\$0.00	234		

Vest Purchase Details for 2014			
Manufacturer	Model	Quantity	Price
Point Blank Body Armor, Inc.	AXIIIA	8	\$8,537.48
Totals		8	\$8,537.48