

FINAL AGENDA

6:30 p.m. Wednesday, March 2, 2016

Call to Order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from February 17, 2016.

P-1 Proclamation Recognizing March 2016 as Developmental Disabilities Awareness Month **(TO BE PRESENTED)** (Jefferson)

P-2 Proclamation in recognition of Jeremy Patrick Laubsch for achieving the "Rank of Eagle Scout", the highest rank offered by the Boy Scouts of America (PREVIOUSLY PRESENTED) (Christy)

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 THE TREE HOUSE, INC., FROM MARCH 2, 2016 TO MARCH 1, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00.

This Resolution authorizes a contract with The Tree House, Inc., for the delivery of OEM printer ink jet, toner cartridges, fax machine toner, drum units and ribbons to be utilized by various County departments as per PD# 16-006 from March 2, 2016 to March 1, 2017.

A-2 RESOLUTION AUTHORIZING A CONTRACT WITH REHAB CLINICS (SPT), INC., DBA NOVACARE REHABILITATION FROM JANUARY 1, 2016 TO DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.

This Resolution authorizes a contract with Rehab Clinics (SPT), Inc., DBA NovaCare Rehabilitation for pre-placement comprehensive post-offer functional employment screenings, fitness for duty screenings and functional capacity evaluations for County employees as set forth on the bid summary sheet and specifications PD# 16-009. The Contract shall be for two years from January 1, 2016 to December 31, 2017 in an amount not to exceed \$50,000.00 per year with the County having the option of extending the contract for two (2) one (1) year terms or one (1) two (2) year terms.

A-3 RESOLUTION AUTHORIZING LEASES OF COPIERS FROM RICOH USA, INC. FROM JANUARY 1, 2016 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$120,000.00 PER YEAR.

This Resolution authorizes leases of copiers from Ricoh USA, Inc., through State contract #A82709 for current leases and #A40467, SIN#51-100C, line #4 for new leases in an amount not to exceed \$120,000.00 per year from January 1, 2016 to December 31, 2019.

A-4 RESOLUTION AUTHORIZING A CONTRACT WITH DREW & ROGERS, INC., FROM MARCH 26, 2016 TO MARCH 25, 2018 IN AN AMOUNT NOT TO EXCEED \$35,000.00 PER YEAR.

This Resolution authorizes a contract with Drew & Rogers, Inc., from March 26, 2016 to March 25, 2018 in an amount not to exceed \$35,000.00 per year, for the supply and delivery of advertising items for all using departments of the County as per PD# 16-007. The County has the option to extend the contract for two (2) one (1) year terms or one (1) two (2) year term.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING CONTRACT INCREASE WITH MOTOROLA SOLUTIONS, INC. BY \$77,969.00 TO THROUGH STATE CONTRACT #A83909.

On June 25, 2014, the County awarded a contract to Motorola Solutions, Inc. for the provision and construction of a 700 MHz P25 Public Safety Radio Network and accompanying subscriber units to be distributed to our first responder organizations (portable & mobile radios), under State Contract #A83909, in an amount not to exceed \$13,929,328.00, from June 25, 2014 to June 24, 2016. An increase of \$740,192.00 was authorized on October 7, 2015. This Resolution authorizes an increase of \$77,969.00 due to unanticipated expenses, resulting in a new amount of \$14,747,489.00.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE, INC. FOR TWO YEARS FROM APRIL 4, 2016 TO APRIL 3, 2018 IN AN AMOUNT NOT TO EXCEED \$2,500,000.00 PER YEAR.

This Resolution authorizes the extension of the contract that was originally entered into on April 4, 2015 with South State, Inc. for the supply, delivery and overlay of hot mix asphalt materials, as per PD# 015-008. 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 years through April 3, 2018 in an amount not to exceed \$2,500,000.00 per year. The Director of Public Works or his designee will direct South State, Inc. to furnish hot mix asphalt materials as needed for maintenance overlay on County roadways.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. FOR \$117,177.15.

This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-015-037, with Adams, Rehmann & Heggan Associates, Inc. ("ARH") (850 South White Horse Pike, Hammonton, NJ 08037) for Construction Management and Inspection Services for the Roadway Improvement Project known as the "Resurfacing and Safety Improvements to Main Street (County Route 553/553Alt), Broadway (County Route 553Alt.) and Lambs Road (County Route 635) From Conrail line to Woodbury Glassboro Road, In the Township of Mantua & the Boroughs of Glassboro and Pitman, Gloucester County," Federal Project No. 2015-DT-BLA-FEP-412, Engineering Project #14-17FA, for \$117,177.15.

C-3 RESOLUTION AUTHORIZING A CONTRACT WITH CONSULTING ENGINEER SERVICES FOR \$27,471.73.

This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-015-038, with Consulting Engineer Services ("CES") (645 Berlin-Cross Keys Road, Sicklerville NJ 08081) for Construction Management and Inspection Services for the Roadway Improvement Project known as the "Resurfacing and Safety Improvements to East Holly Avenue, County Route 624 from Broadway, CR553A to Delsea Drive, Route 47, in the Borough of Pitman, Gloucester County" Federal Project No. 2015-DT-BLA-FEP-421, Engineering Project #15-02FA, for \$27,471.73.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT #A89851 FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 FOR \$59,750.00.

This Resolution authorizes the Gloucester County Prosecutor's Office to purchase software and maintenance from Software House International ("SHI"), through State Contract #A89851, for \$59,750.00 from January 1, 2016 to December 31, 2016. CAF#16-01555 has been obtained to certify funds.

F-2 RESOLUTION APPROVING THE WRITTEN FIVE-YEAR PLAN OF THE GLOUCESTER COUNTY SURROGATE.

The office of the Gloucester County Surrogate, as a Constitutional Office is responsible for the probate and administration of estates, adoptions and the custody and investment of the funds of minors. As a County Constitutional Officer, the Surrogate is charged under the provisions of the Laws of 2001, Chapter 371 to develop, prepare and submit a five year plan for the use of the Document Trust Fund Monies to the County Board of Chosen Freeholders. These fees are surcharges mandated by the Legislature, paid for the processing, filing or recording of various documents in the office. The revenues are to be expended solely for improving and modernizing the recording and other functions of this Office. These surcharges collected are in addition to the increased fees and revenues paid to the County under the above law.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING THE SUBMISSION OF FY2017 MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT \$391,915.00.

Municipal Alliance Prevention Plan/Grant 2016-2017 is an annual direct service grant involving 23 municipalities for the express purpose of community prevention/education regarding alcoholism and drug abuse. The grant is provided through the Governor's Council on Alcoholism and Drug Abuse for the fiscal year July 1, 2016 through June 30, 2017 in the amount of \$391,915.00 of which \$60,000.00 is designated as a portion of the County Alliance Coordinator's annual salary.

G-2 RESOLUTION AUTHORIZING CONTRACT WITH CENTER FOR FAMILY SERVICES, INC., IN AN AMOUNT NOT EXCEED \$82,460.00 PER YEAR, FROM JANUARY 1, 2016 TO DECEMBER 31, 2018.

This contract, per RFP# 016-017, in an amount not to exceed \$82,460.00 per year, from January 1, 2016 to December 31, 2018, with the option to extend for two (2) one (1) year terms, to provide a comprehensive program for eligible family court and DCF involved youth which will run after-school and during the summer, and will include transportation.

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, February 17, 2016

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	

Changes to the Agenda

Approval of the regular meeting minutes from February 3, 2016.

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

Comments: N/A

49714 Proclamation recognizing the Kingsway Regional High School Marching Band for winning 1st Place at the 2015 US Bands Group 2A National Championship on 11/8/15 (PRESENTED)

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**

49715 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY, 2016.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		16-00296;16-00846
Christy			X		
DiMarco			X		
Simmons		X	X		16-01152;16-00800
Jefferson			X		
Damminger			X		

Comments: N/A

49716 RESOLUTION AUTHORIZING 2015 APPROPRIATION RESERVE BUDGET TRANSFERS.

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

Comments: N/A

49717 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS PER STATE CONTRACT #A83453, INDEX #T2581 FOR THE YEAR 2016.

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

Comments: N/A

49718 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2015 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.

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

Comments: N/A

49719 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY UTILITIES AUTHORITY.

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

Comments: N/A

49720 RESOLUTION APPOINTING A MEMBER TO THE INTERAGENCY COORDINATING COUNCIL FOR CHILDREN.

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

Comments: N/A

49721 RESOLUTION AUTHORIZING THE APPOINTMENT OF MEMBERS TO THE MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL.

	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 PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

49722 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH PROPHOENIX CORPORATION, FROM JANUARY 1, 2016 TO DECEMBER 31, 2016, FOR \$153,561.35.

	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 ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

49723 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-FINAL WITH SOUTH STATE, INC.

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

Comments: N/A

49724 RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND GRANT CONTRACT FOR BRIDGE REHABILITATION WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$1,000,000.00.

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

Comments: N/A

49725 RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR \$3,674,000.00.

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

Comments: N/A

49726 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER INCREASE #02-FINAL WITH ZONE STRIPING, INC.

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

Comments: N/A

49727 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF DEPTFORD FROM FEBRUARY 17, 2016 TO FEBRUARY 16, 2017 FOR \$50,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	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**

49728 RESOLUTION AUTHORIZING A TWO YEAR EXTENSION OF A CONTRACT WITH RON JAWORSKI'S RIVERWINDS GOLF & TENNIS CLUB, FROM MAY 6, 2016 TO MAY 5, 2018 AT NO COST TO THE COUNTY.

	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**

49729 RESOLUTION AUTHORIZING THE PURCHASE AND DELIVERY OF AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE CONTRACT #A81296 IN AN AMOUNT NOT TO EXCEED \$200,000.00 FROM MARCH 1, 2016 TO FEBRUARY 28, 2017.

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

Comments: N/A

49730 RESOLUTION AUTHORIZING A TWO YEAR EXTENSION OF A CONTRACT WITH PROKURE SOLUTIONS, LLC, FROM MARCH 5, 2016 TO MARCH 4, 2018 IN AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR.

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

Comments: N/A

49731 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS, INC., FROM FEBRUARY 17, 2016 TO FEBRUARY 16, 2017 IN AN AMOUNT NOT TO EXCEED \$20,000.00.

	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**

49732 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2016 TO DECEMBER 31, 2016.

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

Comments: N/A

49733 RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" OF \$1,500.00 FOR THE SENIOR FARM MARKET VOUCHER PROGRAM FROM JUNE 1, 2016 TO SEPTEMBER 30, 2016.

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

Comments: N/A

49734 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE SUPPLIES FOR THE DIVISION OF SOCIAL SERVICES THROUGH STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$155,400.00 FROM JANUARY 1, 2016 TO DECEMBER 31, 2016.

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

Comments: N/A

49735 RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS.

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

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

Comments: N/A

Time: 6:56 PM

P-1
Gloucester County

Board of Chosen Freeholders
Proclamation

**RECOGNIZING
MARCH 2016
DEVELOPMENTAL DISABILITIES AWARENESS MONTH
Gloucester County, NJ**

WHEREAS, all Americans are entitled to have access to community services, individualized supports and other forms of assistance that promote self-determination, independence, productivity and inclusion; and

WHEREAS, it is estimated that 4.8 million people in the U.S. are living with intellectual or developmental disabilities and approximately 200,000 of these individuals live and work in the state of New Jersey; and

WHEREAS, the observance of Developmental Disabilities Awareness Month has been recognized nationally since 1987; and

WHEREAS, individuals with developmental disabilities are capable and creative and every person, regardless of ability, has valuable strengths, infinite capacity to learn and the potential to make important contributions within their communities; and

WHEREAS, public awareness and education enhance a community's understanding of the issues affecting people with developmental disabilities; and

WHEREAS, The 2016 Board of Chosen Freeholders recognized and appreciates the organizations such as The Arc Gloucester in their focus on community inclusion for individuals with intellectual and other developmental disabilities. It is through their day habilitation and work programs, including community employment, that individuals with disabilities can live happy and productive lives; and

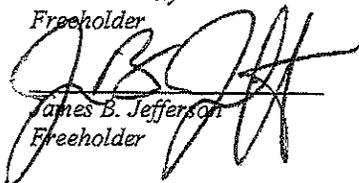
WHEREAS, we honor The Arc Gloucester, celebrating 59 years of service to the residents of Gloucester County and the greater Gloucester County community, dedicated to making a difference and improving the quality of life for individuals with intellectual and developmental disabilities and their families in Gloucester County.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize **March 2016 as Developmental Disabilities Awareness Month in Gloucester County** and encourage the citizens of Gloucester County to give their full support to the efforts empowering people with developmental disabilities to live full and productive lives of inclusion in our communities.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2nd day of March, 2016.

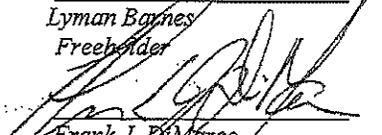

Giuseppe (Joe) Chila
Freeholder Deputy Director

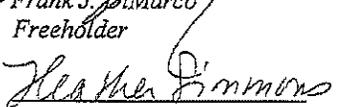
Daniel Christy
Freeholder


James B. Jefferson
Freeholder

Robert M. Damming
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Attest:
Chad M. Bruner, Administrator/Clerk of the Board

Board of Chosen Freeholders Proclamation

~ In Recognition Of ~
Jeremy Patrick Laubsch
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to honor and recognize Jeremy Patrick Laubsch on his achievements as a member of the Boy Scouts of America, Troop 26; and

WHEREAS, Jeremy joined the Boy Scouts of America at age 7, achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star, and Life. On September 10, 2015, Jeremy distinguished himself by earning the "Rank of Eagle Scout", the highest rank offered by the Boy Scouts of America; and

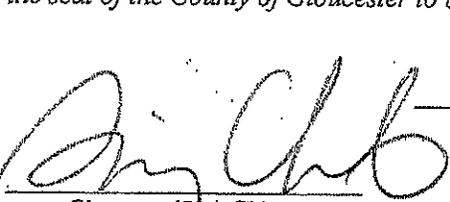
WHEREAS, Jeremy is also a member of the Order of the Arrow, the National Honor Society of the Boy Scouts of America, where he participates in leadership development and community service projects; and

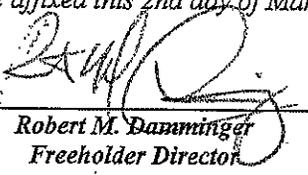
WHEREAS, Jeremy led a team of scouts in a community wide donation drive to benefit the Gloucester County Animal Shelter as his Eagle Scout Project. His team of scouts collected and donated over 2,000 pounds of food, medicine, and toys while also replacing a mailbox in disrepair. Jeremy's donation drive is believed to be the largest contribution from a single drive in the 25 year history of the shelter; and

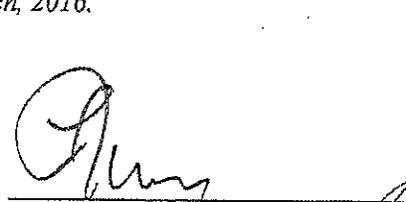
WHEREAS, as a student of Clearview Regional High School, Jeremy holds a current class rank of 1 of 407 and has been named to the Superintendent's List for 17 consecutive quarters. He is also a member of the New Jersey Science League, NJ Mathematics League, the Technology Student Association, FIRST Tech Challenge team, and was inducted as a member of the National Honor Society in December of 2015; and

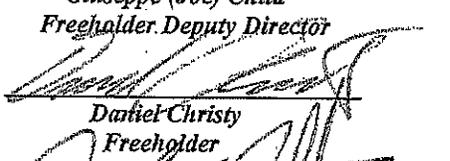
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Jeremy Patrick Laubsch for his leadership, personal achievements, and dedicated service to his community as a member of the Boy Scouts of America, Troop 26.

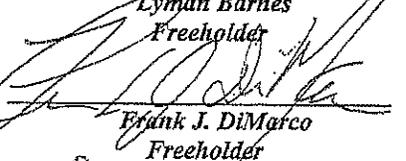
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2nd day of March, 2016.

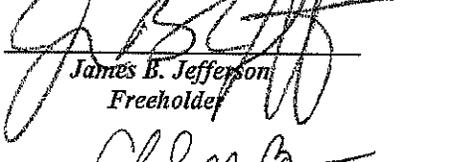

Giuseppe (Joe) Chila
Freeholder, Deputy Director

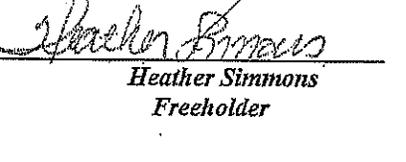

Robert M. Damminger
Freeholder Director

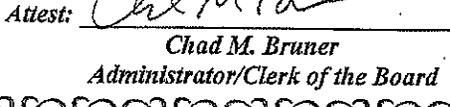

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Chad M. Bruner
Administrator/Clerk of the Board

A-1

**RESOLUTION AUTHORIZING A CONTRACT WITH THE TREE HOUSE, INC.
FROM MARCH 2, 2016 TO MARCH 1, 2017 IN AN AMOUNT NOT TO EXCEED
\$80,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids, as per Bid PD# 016-006, for the supply and delivery of OEM printer ink jet, toner cartridges, fax machine toner, drum units and ribbons to be utilized by various County departments; and

WHEREAS, after following proper public bidding procedure, it was determined by the County's Purchasing Department that The Tree House, Inc., with an address of P.O. Box 413, Norwood, MA 02062, was the lowest responsive and responsible bidder to supply said goods from March 2, 2016 to March 1, 2017, in an amount not to exceed \$80,000.00; and

WHEREAS, since the contract is open ended, the County is not obligated to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to a contract with The Tree House, Inc., for the supply and delivery of OEM printer ink jet, toner cartridges, fax machine toner, drum units and ribbons to be utilized by various County departments in an amount not to exceed \$80,000.00 from March 2, 2016 to March 1, 2017; and

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, 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 the said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 2, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
THE TREE HOUSE, INC.**

THIS CONTRACT is made effective this 2nd day of March, 2016, 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 the "**County**", and **THE TREE HOUSE, INC.**, with offices at P.O. Box 413, Norwood, MA 02062, hereinafter referred to as the "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of OEM printer ink jet, toner cartridges, fax machine toner, drum units and ribbons to be utilized by various County departments as set forth in PD# 016-006; and

WHEREAS, Vendor represents that it is qualified to deliver said goods, and desires to do delivery of same pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from March 2, 2016 to March 1, 2017.
2. **COMPENSATION.** Contract shall be for estimated units of goods, an amount not to exceed \$80,000.00, as per the specifications identified as PD# 016-006 (hereinafter the "Specifications"). The Vendor shall be paid the unit prices for any goods delivered under this Contract in accordance with the unit prices in the Vendor's bid submitted in response to the Specifications.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications PD# 016-006, which are incorporated herein and made a part hereof by reference.

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 Specifications, and all applicable statutes, regulations, rules, laws and ordinances.

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

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

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

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

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

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

5. LICENSING AND PERMITTING. If the 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# 016-006, 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 the negotiations 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 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 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 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.** 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 contractor and is not an agent of the County.

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, and the Specifications identified as PD# 016-006 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, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 2nd day of March, 2016.

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:

THE TREE HOUSE, INC.

DAVID RIZZO, SALES

	VENDOR:	VENDOR:	VENDOR:
PD 016-006	CVR Computer Supplies	The Tree House	United Supply Corporation
<i>Bid Opening 2/10/16 at 10:00 am</i>	<i>9 Tanner St. Ste 107</i>	<i>PO Box 413</i>	<i>250 44th Street</i>
SPECIFICATIONS FOR THE DELIVERY	Haddonfield, NJ 08033	Norwood, MA 02062	Brooklyn, NY 11232
OF PRINTER RIBBONS, PRINTER INK JET	Steve Yuhus VP of Sales	David Rizzo -Sales	Moses Marcus
AND TONER CARTRIGES, FAX MACHINE	856 857-0355	800 595-6651	718-439-9387
TONER AND DRUM UNITS TO BE	856 857-0357 Fax	781 278-0706 Fax	718-492-0304
UTILIZED BY VARIOUS DEPARTMENTS	svcvr@yahoo.com	djrizzo@aol.com	bids@unitedsupplycorp.com
IN THE COUNTY OF GLOUCESTER			
DESCRIPTION	Lump Sum Price	Lump Sum Price	Lump Sum Price
<i>Various printer ribbons, printer ink jet</i>			
<i>and toner cartridges, fax machine toner</i>			
<i>and drum units.</i>	\$6,121.00	\$21,018.55	\$22,920.32
Individual Prices			
Axiom Model A758 Purple	\$24.00	\$8.00	\$21.00
BROTHER			
TN 420	\$20.00	\$30.20	\$33.60
TN450 Fax Toner	\$6.00	\$46.10	\$33.60
LM 5705001	\$6.00	\$60.70	\$91.82
TN580 (black)	\$11.00	\$82.65	\$91.82
BRT-DR520 Fax Drum	\$10.00	\$157.55	\$175.55
LC 101 BK	\$11.00	\$10.20	\$11.32
LC 101 Y	\$11.00	\$6.85	\$7.54
LC 1010 C	\$11.00	\$6.85	\$7.54
LC 101 M	\$11.00	\$6.85	\$7.54
BRT-DR400 Fax Drum	\$17.00	\$129.45	\$138.02
BRT-TN430 Fax Toner	\$40.00	\$47.90	\$51.03
BRT-TN460 Fax Toner	\$40.00	\$67.50	\$71.95
BRT-DR500	\$9.00	\$141.80	\$158.01
BRT-TN530	\$6.00	\$56.85	\$63.23
BRT-DR520 Fax Drum	\$48.00	\$157.55	\$175.55
BRT-TN550 Toner Cartridge	\$40.00	\$60.70	\$64.72

BRT-DR510 Fax Drum	\$10.00	\$141.80	\$158.01
BRT-TN540 Fax Cartridge	\$18.00	\$60.70	\$67.60
BRT-TN570 Fax Cartridge	\$11.00	\$78.50	\$87.38
BRT-DR400 Fax Drum	\$10.00	\$129.45	\$138.02
BRT-TN450 Fax Toner	\$10.00	\$46.10	\$51.30
CANON			
332 6264B012AA Black	\$20.00	\$194.95	\$211.47
332 6262B012AA Cyan	\$20.00	\$211.65	\$229.61
332 6261B012AA Magenta	\$20.00	\$211.65	\$229.61
332 6260B012AA Yellow	\$20.00	\$211.65	\$229.61
PG210XL Black	\$11.00	\$19.15	\$11.68
CL211XL Color	\$16.00	\$23.80	\$16.46
118	\$10.00	\$111.60	\$121.57
MUI 8369 Black	\$10.00	\$111.60	\$121.57
MUI 8356 Yellow	\$14.00	\$107.95	\$116.92
MUI 8357 Magenta	\$20.00	\$107.95	\$116.92
MUI 8358 Cyan	\$32.00	\$107.95	\$116.92
PS MUI 8356 Yellow	\$11.00	\$107.95	\$121.57
PS MUI 8357 Magenta	\$11.00	\$107.95	\$116.92
PS MUI 8358 Cyan	\$22.00	\$107.95	\$116.92
PS MUI 8359 Black	\$16.00	\$111.60	\$116.92
118BK-2662B001AA Black	\$9.00	\$111.60	\$121.57
118M-2660B001AA Magenta	\$33.00	\$107.95	\$116.92
118Y-2659B001AA Yellow	\$40.00	\$107.95	\$116.92
118C-2661B001AA Cyan	\$40.00	\$107.95	\$116.92
1980B001AA Black	\$20.00	\$67.70	\$75.95
1978B001AA Magenta	\$20.00	\$64.30	\$71.66
1977B001AA Yellow	\$20.00	\$64.30	\$71.66
1979B001AA Cyan	\$20.00	\$64.30	\$71.66
6270B001 (Magenta)	\$20.00	\$75.50	\$81.66
6270B001 (Cyan)	\$40.00	\$75.50	\$81.66
6269B001 (Yellow)	\$60.00	\$75.50	\$81.66
627B001AA	\$40.00	\$62.00	\$66.94

EPSON				
SO15337 Ribbon	\$6.00	\$8.70	\$8.25	
EPS-TO17201 Black	\$8.00	\$32.55	\$33.16	
EPS-TO19201 Color	\$8.00	\$32.55	\$33.16	
EPS-TO59120 Photo Black	\$8.00	\$16.60	\$17.50	
EPS-TO59220 Cyan	\$8.00	\$16.60	\$17.50	
EPS-TO59320 Magenta	\$22.00	\$16.60	\$17.50	
EPS-TO59420 Yellow	\$11.00	\$16.60	\$17.50	
EPS-T059520 Light Cyan	\$11.00	\$16.60	\$17.50	
EPS-T059620 Light Magenta	\$6.00	\$16.60	\$17.50	
EPS-T059720 Light Black	\$20.00	\$16.60	\$17.50	
EPS-T059920 Light, Light Black	\$20.00	\$16.60	\$17.50	
TO87020 Gloss Optimizer	\$12.00	\$13.00	\$13.61	
TO87120 Photo Black	\$6.00	\$12.90	\$13.03	
TO87820 Matte Black	\$6.00	\$12.90	\$13.24	
TO87220 Cyan	\$6.00	\$12.90	\$13.24	
TO87320 Magenta	\$6.00	\$12.90	\$13.24	
TO87420 Yellow	\$6.00	\$12.90	\$13.24	
TO87720 Red	\$6.00	\$12.90	\$13.24	
TO87920 Orange	\$14.00	\$12.90	\$13.24	
T200120 Black	\$18.00	\$11.95	\$12.63	
T200220 Cyan	\$11.00	\$8.25	\$8.74	
T200320 Magenta	\$11.00	\$8.25	\$8.74	
T200420 Yellow	\$11.00	\$8.25	\$8.74	
T200XL120 Black XL	\$20.00	\$30.10	\$6.41	
T200XL220 Cyan XL	\$20.00	\$17.05	\$6.41	
T200XL320 Magenta XL	\$40.00	\$17.05	\$6.41	
T200XL420 Yellow XL	\$30.00	\$17.05	\$6.41	
T545100 Black	\$9.00	\$42.00	\$49.03	
T545200 Cyan	\$8.00	\$42.00	\$49.03	
T545300 Magenta	\$8.00	\$42.00	\$49.03	
T545400 Yellow	\$8.00	\$42.00	\$49.03	
T545500 Light Cyan	\$11.00	\$42.00	\$60.65	
T545600 Light Magenta	\$8.00	\$42.00	\$60.65	

<i>Fargo Ymcko</i>					
800015-540		\$27.00	\$115.00		\$96.65
<i>Hewlett Packard</i>					
HEW-CF280A		\$45.00	\$76.00		\$81.43
HEW-CE255X		\$96.00	\$172.00		\$163.74
HEW-C4127X		\$10.00	\$130.00		\$142.61
HEW-Q2612A		\$20.00	\$54.00		\$68.74
HEW-Q7551A		\$14.00	\$111.25		\$174.14
HEW-Q7551X		\$30.00	\$184.00		\$174.14
HEW-Q1338A Black Toner		\$10.00	\$135.00		\$135.55
HEW-Q5942A Toner		\$50.00	\$138.00		\$144.87
TROY-0281136001 Toner		\$20.00	\$380.00		\$388.50
RML-1082 Image Fuser Kit		\$20.00	\$199.00		\$255.93
HEW-Q5421A Maint. Kit		\$20.00	\$250.00		\$301.58
HEW-Q5942X		\$60.00	\$213.00		\$188.92
HEW-Q5949X		\$20.00	\$142.15		\$132.81
HEW-C51645A Black		\$20.00	\$31.90		\$39.41
HEW-C6578DN Tri-Color Ink Jet		\$20.00	\$33.00		\$41.34
HEW-C6578AN double Tri-Color Ink Jet		\$30.00	\$61.30		\$68.96
HEW-CC364A		\$30.00	\$132.00		\$151.97
HEW-Q6000A Black		\$30.00	\$71.40		\$73.48
HEW-Q6001A Cyan		\$25.00	\$77.90		\$80.21
HEW-Q6002A Yellow		\$25.00	\$77.90		\$80.21
HEW-Q6003A Magenta		\$25.00	\$77.90		\$80.21
HEW-C9730A Black		\$30.00	\$210.00		\$217.72
HEW-C9731A Cyan		\$30.00	\$295.00		\$305.32
HEW-C9732A Yellow		\$60.00	\$295.00		\$305.32
HEW-C9733A Magenta		\$40.00	\$295.00		\$305.32
HEW-C9734B Transfer Kit		\$20.00	\$289.00		\$288.38
HEW-CE390A		\$116.00	\$132.80		\$136.71
HEW-Q7553A		\$82.00	\$75.95		\$78.18
HEW-CB321WN Black		\$10.00	\$20.90		\$27.77
HEW-CB322WN Photo XL		\$10.00	\$18.30		\$21.85
HEW-CB323WN Cyan XL		\$10.00	\$18.30		\$21.85

HEW-CB324WN Magenta XL	\$10.00	\$18.30	\$21.85
HEW-CB325WN Yellow XL	\$11.00	\$18.30	\$21.85
HEW-CC531A (Cyan)	\$20.00	\$85.00	\$107.23
HEW-CC532A (Yellow)	\$20.00	\$85.00	\$107.23
HEW-CC533A (Magenta)	\$30.00	\$85.00	\$107.23
HEW-CC530A (Black)	\$30.00	\$85.00	\$106.95
HEW-CH565A Black	\$30.00	\$32.00	\$36.60
HEW-CH566A Cyan	\$11.00	\$22.20	\$25.34
HEW-CH567A Magenta	\$20.00	\$22.20	\$25.34
HEW-CH568A Yellow	\$30.00	\$22.20	\$25.34
HEW-Q6000A Black	\$20.00	\$71.40	\$73.48
HEW-Q6001A Cyan	\$20.00	\$77.90	\$80.21
HEW-Q6002A Yellow	\$30.00	\$77.90	\$80.21
HEW-Q6003A Magenta	\$26.00	\$77.90	\$80.21
HEW-CE390X	\$86.00	\$221.85	\$253.88
HEW-CB540A Black	\$10.00	\$59.00	\$62.56
HEW-CB541A Cyan	\$10.00	\$54.00	\$57.50
HEW-CB542A Yellow	\$10.00	\$54.00	\$57.50
HEW-CB543A Magenta	\$10.00	\$54.00	\$57.50
CI775A	\$39.00	\$66.00	\$68.20
HEW-C51645A Black	\$20.00	\$31.90	\$39.41
HEW-C1823D (Color)	\$6.00	\$42.20	\$14.03
HEW-CN053AN (Black)	\$30.00	\$27.50	\$31.52
HEW-CN054AN (Cyan)	\$30.00	\$13.60	\$15.57
HEW-CN055AN (Magenta)	\$30.00	\$13.60	\$15.57
HEW-CN059AN	\$11.00	\$9.00	\$10.28
HEW-CN058AN	\$11.00	\$9.00	\$10.28
HEW-CN056AN (Yellow)	\$11.00	\$13.60	\$15.57
HEW-CN060AN	\$11.00	\$9.00	\$10.28
HEW-C657878DN Tri-Color Ink Jet	\$10.00	\$33.00	\$41.55
HEW-C6578D Tri-Color Ink Jet	\$10.00	\$33.00	\$41.34
HEW-51645A	\$30.00	\$31.90	\$37.41
HEW-C8767WN Black	\$11.00	\$30.00	\$36.95
HEW-C8766WN Black	\$12.00	\$27.60	\$30.92
HEW-C9348FN Black	\$20.00	\$60.00	\$68.75

HEW-C9363WN Tri Color	\$10.00	\$34.00	\$41.68
HEW-C9369WN Photo	\$30.00	\$27.65	\$31.60
HEW-C6656AN Black	\$19.00	\$23.50	\$26.54
HEW-C6657AN Tri-Color	\$30.00	\$37.80	\$42.51
HEW-C6658AN Toner	\$20.00	\$27.65	\$31.60
HEW-C8061X	\$10.00	\$130.00	\$129.40
HEW-C8543X Laser	\$10.00	\$236.45	\$220.95
HEW-C8721WN Black	\$11.00	\$19.70	\$22.26
HEW-C8771WN Cyan	\$12.00	\$10.20	\$11.38
HEW-C8772WN Magenta	\$16.00	\$10.20	\$11.38
HEW-C8773WN Yellow	\$20.00	\$10.20	\$11.38
HEW-C8774WN Light Cyan	\$11.00	\$10.20	\$11.38
HEW-C8775WN Light Magenta	\$11.00	\$10.20	\$11.38
HEW-CC364A	\$111.00	\$132.00	\$151.97
HEW-CE255A	\$30.00	\$112.70	\$126.80
HEW-CE255XD	\$60.00	\$315.45	\$324.76
HEW-CE255X	\$86.00	\$172.00	\$163.74
HEW-CE390A	\$70.00	\$132.80	\$136.71
HEW-CE505A	\$86.00	\$65.00	\$70.34
HEW-CF280X	\$40.00	\$136.15	\$140.20
HEW-CN045AN Black	\$10.00	\$30.75	\$37.08
HEW-CN046AN Cyan	\$11.00	\$24.00	\$28.98
HEW-CN047AN Magenta	\$11.00	\$24.00	\$28.98
HEW-CN048AN Yellow	\$11.00	\$24.00	\$28.98
HEW-CN0684WN Black XL	\$20.00	\$20.90	\$26.34
HEW-Q1339A	\$10.00	\$192.15	\$217.77
HEW-C4127X	\$15.00	\$130.00	\$142.61
HEW-CE410X Black	\$40.00	\$79.00	\$81.72
HEW-CE411A Cyan	\$40.00	\$89.00	\$103.57
HEW-CE412A Yellow	\$46.00	\$89.00	\$105.33
HEW-CE413A Magenta	\$60.00	\$89.00	\$105.33
HEW-Q2613A Toner	\$10.00	\$77.70	\$80.00
HEW-Q2613X Toner	\$20.00	\$96.20	\$99.04
HEW-Q5949A	\$60.00	\$77.70	\$88.88
HEW-Q5949X	\$60.00	\$142.15	\$132.81

HEW-Q2670A Black	\$20.00	\$110.00	\$128.57
HEW-Q2671A Cyan	\$20.00	\$110.00	\$127.14
HEW-Q2673A Magenta	\$20.00	\$110.00	\$158.87
HEW-Q2672A Yellow	\$20.00	\$110.00	\$143.83
HEW-Q3655A (Maintenance Kit)	\$20.00	\$110.00	\$115.00
HEW-C6658AN Toner	\$11.00	\$27.65	\$33.00
HEW-C9359AN	\$18.00	\$18.00	\$32.20
HEW-C6657AN Black	\$18.00	\$37.80	\$43.23
HEW-C6656AN Black	\$19.00	\$23.50	\$26.86
HEW-C9321FN	\$20.00	\$61.30	\$71.06
HEW-CC364A	\$111.00	\$132.80	\$147.56
HEW-Q2610A	\$20.00	\$130.85	\$139.40
HEW-Q2612A	\$20.00	\$54.00	\$66.77
HEW-Q6511A	\$30.00	\$117.00	\$132.56
HEW-4182X	\$20.00	\$177.00	\$222.77
HEW-C9352A (Tricolor)	\$20.00	\$19.45	\$22.22
HEW-C9351A (Black)	\$29.00	\$14.00	\$16.14
HEW-C9385AN	\$30.00	\$20.40	\$23.19
HEW-C9388AN	\$30.00	\$15.30	\$17.49
HEW-C9386AN	\$18.00	\$15.30	\$17.49
HEW-C9387AN	\$18.00	\$15.30	\$17.49
HEW-CN045A Black	\$11.00	\$30.75	\$34.11
HEW-CN052A Yellow	\$11.00	\$15.35	\$17.53
HEW-CN050A Cyan	\$11.00	\$15.35	\$17.53
HEW-CN051A Magenta	\$11.00	\$15.35	\$17.53
HEW-CN049AN Black	\$11.00	\$20.75	\$23.71
HEW-CN051AN Magenta	\$11.00	\$15.35	\$17.53
Toner 43X	\$30.00	\$236.45	\$95.78
HEW-CB400A Black	\$20.00	\$135.00	\$157.14
HEW-CB401A Cyan	\$20.00	\$205.00	\$259.82
HEW-CB402A Yellow	\$20.00	\$205.00	\$259.82
HEW-CB403A Magenta	\$20.00	\$205.00	\$259.82
I7 (BLACK)	\$22.00	\$35.65	\$37.08
I5 (COLOR)	\$18.00	\$33.10	\$40.77
HP81X	\$20.00	\$217.75	\$257.33

HP81A	\$20.00	\$131.65	\$155.51
<i>IBM</i>			
1053685	\$11.00	\$25.55	\$29.08
<i>Lexmark</i>			
52D100	\$16.00	\$112.50	\$134.81
X654X11A	\$20.00	\$420.20	\$512.50
1060019424 (Black)	\$30.00	\$190.00	\$183.33
1060019425 (Yellow)	\$30.00	\$192.00	\$183.33
1060019426 (Cyan)	\$30.00	\$192.00	\$183.33
1060019427 (Magenta)	\$30.00	\$192.00	\$183.33
<i>OCE</i>			
1060016924 (Black)	\$30.00	\$200.00	\$183.33
1060016925 (Yellow)	\$30.00	\$200.00	\$183.33
1060016926 (Cyan)	\$30.00	\$200.00	\$183.33
1060016927 (Magenta)	\$30.00	\$200.00	\$183.33
<i>Tally Genicom 2280</i>			
Genicom 062471 (Ribbon)	\$20.00	\$41.00	\$31.82
<i>Sharp</i>			
SHR-FO50ND	\$15.00	\$87.75	\$111.83
SHR-F047DR Fax Drum	\$15.00	\$68.00	\$84.48
<i>Xerox</i>			
Xerox Color Cube 8570, Bl, Cyan, Mag., Yel.	\$20.00	\$132.00	\$263.76
XER-108R00726 – Black	\$60.00	\$72.10	\$61.11
XER-108R00723 Cyan	\$40.00	\$112.45	\$91.11
XER-108R00725 Magenta	\$40.00	\$112.45	\$91.11
XER-108R00726 Yellow	\$40.00	\$112.45	\$70.00
XER-108R00675 Maint. Kit	\$30.00	\$109.20	\$100.00
XER-108R00929 Black	\$60.00	\$87.75	\$95.04
XER-108R00927 Magenta	\$90.00	\$131.75	\$138.88

XER-108R00928 Yellow	\$90.00	\$131.75	\$138.88
XER-108R00926 Cyan	\$90.00	\$131.75	\$138.88
XER-113R00726 Black	\$30.00	\$72.10	\$168.88
XER-113R00726 Yellow	\$30.00	\$112.45	\$171.02
XER-113R00725 Magenta	\$30.00	\$112.45	\$188.17
XER-113R00723 Cyan	\$30.00	\$112.45	\$188.17
Xerox Workcentre 3325	\$20.00	\$126.90	\$136.90
VARIATIONS	None	None	None
THIS IS A ONE YEAR CONTRACT	BID REJECTED AS NON-RESPONSIVE		
Will you extend your prices to local government entities within the County	BID NON-OEM		
Bid specifications sent to:	YES	YES	YES
Printing Supplies USA, LLC	Beyond Technology	Laserlink International, Inc.	DCI Technology Solutions
Supply Saver Corp.	Rasix Computer Center, Inc.	SAN Universal, Inc.	RE Business Solutions
Toshiba America Business Solutions	Adorama, Inc.	Printer Components, Inc.	Atlas Computers and Consulting
US Ink and Toner	En Pointe Technologies	Docutrend Imaging Solutions	Prime Vendor, Inc.
Worldwide Paper	Keytonex, Inc.	iPrint Technologies	Carolina Imaging Products
Impex Micro Inc.	Star Image Supply	The Office Pal	State Copy, Inc.
Redondo Technology	Laser Equip	AIM Distribution	LD Products
Based upon the bids received I recommend the bid be awarded to The Tree House as the lowest responsive, responsible bidder			
			Peter Mercanti
			Purchasing

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RESOLUTION AUTHORIZING A CONTRACT WITH REHAB CLINICS (SPT), INC., DBA NOVACARE REHABILITATION FROM JANUARY 1, 2016 TO DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids, as per Bid PD# 016-009, for pre-placement comprehensive post-offer functional employment screenings, fitness for duty screenings and functional capacity evaluations for County employees; and

WHEREAS, after following proper public bidding procedure, it was determined by the County's Purchasing Department that Rehab Clinics (SPT), Inc., DBA NovaCare Rehabilitation, with offices at 3115 Route 38, Suite 200, Mt. Laurel, NJ 08054 was the lowest, responsive and responsible bidder to supply said service from January 1, 2016 to December 31, 2017 in amount not to exceed \$50,000.00 per year; and

WHEREAS, since the contract is open ended, the County is not obligated to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to a contract with Rehab Clinics (SPT), Inc., DBA NovaCare Rehabilitation, pre-placement comprehensive post-offer functional employment screenings, fitness for duty screenings and functional capacity evaluations for County employees in an amount not to exceed \$50,000.00 per year from January 1, 2016 to December 31, 2017 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

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, 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 the said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 2, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
REHAB CLINICS (SPT), INC., DBA NOVACARE REHABILITATION**

THIS CONTRACT is made effective this 1st day of January, 2016, 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 the "**County**", and **REHAB CLINICS (SPT), INC., DBA NOVACARE REHABILITATION**, with offices at 3115 Route 38, Suite 200, Mt. Laurel, NJ 08054, hereinafter referred to as the "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for pre-placement comprehensive post-offer functional employment screenings, fitness for duty screenings and functional capacity evaluations for County employees as set forth in PD# 016-009; and

WHEREAS, Vendor represents that it is qualified to deliver said services, and desires to do delivery of same pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective from January 1, 2016 to December 31, 2017, with the County having the option to extend the contract for one (1) two (2) year term or two (1) one (1) year term.
2. **COMPENSATION**. Contract shall be for estimated units of services, in an amount not to exceed \$50,000.00 per year, as per the specifications identified as PD# 016-009. The Vendor shall be paid the unit prices for any goods delivered under this Contract in accordance with the unit prices in the Vendor's bid submitted in response to the Specifications.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications PD# 016-009, which are incorporated herein and made a part hereof by reference.

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 Specifications, and all applicable statutes, regulations, rules, laws and ordinances.

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the 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# 016-009, 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 the negotiations 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 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 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 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.** 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 contractor and is not an agent of the County.

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, and the Specifications identified as PD# 016-009 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, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 1st day of January, 2016.

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:

REHAB CLINICS (SPT), INC.
DBA NOVACARE
REHABILITATION

JAIME L. GABEL, DIRECTOR
OF BUSINESS DEVELOPMENT

PD 016-009
 Bid Opening 02/17/16 10:00am

SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF PRE-PLACEMENT COMPREHENSIVE POST-OFFER FUNCTIONAL EMPLOYMENT SCREENINGS, FITNESS FOR DUTY SCREENINGS AND FUNCTIONAL CAPACITY EVALUATIONS (FCEs) FOR THE COUNTY OF GLOUCESTER EMPLOYEES AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP

ITEM	DESCRIPTION		
1	Per Comprehensive Post Offer Functional Employment Testing	\$150.00	\$125.00
2	Per Fitness for Duty Screening	\$100.00	\$250.00
3	Per Functional Capacity Evaluation	Up to \$600.00 Flat	Up to \$650.00
4	No Show Fee	\$50.00	\$50.00
	Variations: (f any)	None	None
	This is a two (2) year contract with one (1) two year extension or two (2) one year extension		
	Will you extend your prices to local government entities within the County	Yes	Yes
	Bid specifications sent to:	CFG Health Network IMX Medical Management Services, Inc. Open Minds Prime Vendor, Inc.	The Doctors Center Health Services Noble Medical, Inc. General Management Solutions, Inc. The Institute for Forensic Psychology
	Based upon the bids received, I recommend RehabClinics (SPT), Inc., dba NovaCare Rehabilitation be awarded the contract as the lowest responsive, responsible bidder.		
		Sincerely,	
		Peter Mercant Purchasing Director	

VENDOR:

RehabClinics (SPT), Inc. dba NovaCare Rehabilitation
 3115 Rt. 38, Suite 200
 Mt. Laurel, NJ 08054
 Jaime L. Gabel, Director of Business Development
 856-866-1988 x 709
 856-273-0086-Fax

VENDOR:

Unity Health Services
 2970 Hardley Road, Suite 301
 Jacksonville, FL 32257
 Kelly Ingram-Mitchell, President
 888-314-5571
 904-518-3731-Fax

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**RESOLUTION AUTHORIZING LEASES OF COPIERS FROM RICOH USA, INC.,
FROM JANUARY 1, 2016 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED
\$120,000.00 PER YEAR**

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

WHEREAS, the County of Gloucester (hereinafter the "County") has a need to lease Copy Machines; and

WHEREAS, it has been determined to be advantageous that the County leases the copy machines it requires from Ricoh USA, Inc. with offices located at 640 Freedom Business Systems, King of Prussia, PA 19406 through New Jersey State Contracts #A82709 which provides for the current leases of copy machines and #A40467 SIN #51-100C Line #4 which provides for new leases; and

WHEREAS, since the contract is open ended, the County is not obligated to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholder of the County of Gloucester that the County Purchasing Agent is authorized to lease copy machines for the County from January 1, 2016 to December 31, 2019 from Ricoh USA, Inc. through New Jersey State Contracts #A82709 and #A40467; and

BE IT FURTHER RESOLVED, that the County Purchasing Agent, be, and is, authorized to sign any contracts, purchase orders, requisitions, or other required documents in order to effectuate the purposes of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 2, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A-4

**RESOLUTION AUTHORIZING A CONTRACT WITH DREW & ROGERS, INC.,
FROM MARCH 26, 2016 TO MARCH 25, 2018 IN AN AMOUNT NOT TO EXCEED
\$35,000.00 PER YEAR**

WHEREAS, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids, as per Bid PD# 016-007, for the supply and delivery of advertising items for all using County departments; and

WHEREAS, after following proper public bidding procedure, it was determined by the County's Purchasing Department that Drew & Rogers, Inc., with offices at 30 Plymouth Street, Fairfield, NJ 07004, was the lowest responsive and responsible bidder to supply said goods from March 26, 2016 to March 25, 2018 in amount not to exceed \$35,000.00; and

WHEREAS, since the contract is open ended, the County is not obligated to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to a contract with Drew & Rogers, Inc., for the supply and delivery of advertising items for all using County departments in an amount not to exceed \$35,000.00 per year from March 26, 2016 to March 25, 2018 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

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, 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 the said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 2, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
DREW & ROGERS, INC.**

THIS CONTRACT is made effective this 26th day of March, 2016, 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 the "**County**", and **DREW & ROGERS, INC.**, with offices at 30 Plymouth Street, Fairfield, NJ 07004, hereinafter referred to as the "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of advertising items for using County departments as set forth in PD# 016-007; and

WHEREAS, Vendor represents that it is qualified to deliver said goods, and desires to do delivery of same pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from March 26, 2016 to March 25, 2018 with the County having the option to extend for one (1) two (2) year term or two (2) one (1) year terms.
2. **COMPENSATION.** Contract shall be for estimated units of goods, an amount not to exceed \$35,000.00 per year, as per the specifications identified as PD# 016-007. The Vendor shall be paid the unit prices for any goods delivered under this Contract in accordance with the unit prices in the Vendor's bid submitted in response to the Specifications.

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

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications PD# 016-007, which are incorporated herein and made a part hereof by reference.

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 Specifications, and all applicable statutes, regulations, rules, laws and ordinances.

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the 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# 016-007, 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 the negotiations 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 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 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 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.** 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 contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, and the Specifications identified as PD# 016-007 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, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 26th day of March, 2016.

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:

DREW & ROGERS, INC.

STELLA LUKAS, SALES
EXECUTIVE

	<p>PD 016-007 Bid Opening 02/18/2016 10:00am</p>	
	<p>SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF ADVERTISING ITEMS FOR ALL USING DEPARTMENTS IN THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC AND 16GLCP</p>	<p>VENDOR: Authentic Promotions.Com 6151 Fair Oaks Blvd. Carmichael, Ca 95608 Maril Cardwell 800 497-7765 800 497-7706 Fax</p>
<p>ITEM</p>	<p>DESCRIPTION</p>	<p>PERCENT OFF PERCENT OFF</p>
<p>1</p>	<p>Discount offered based on the current Essential Promotions Catalog/Promotional Products and Gifts dated Winter/Fall 2015 or newer.</p>	<p>26.25% 25% None None</p>
	<p>Variations: (if any)</p>	<p>None</p>
	<p>Delivery days:</p>	<p>7 to 24 Days</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>Virgen, Inc. Kinkopf Design & Creative Services Harger Howe Advertising Creative Marketing Concepts Vanguard</p>
	<p>The term of this contract is for two (2) years with one (1) two (2) year extension or two (2) one (1) year extensions.</p>	<p>26.25%</p>
	<p>Based upon the bids received, I recommend Drew & Rogers, Inc. be awarded the contract, as the lowest responsive, responsible bidder.</p>	<p>26.25%</p>
	<p>Sincerely,</p>	<p>None</p>
	<p>Kimberly Larter Purchasing</p>	<p>None</p>

B-1

RESOLUTION AUTHORIZING CONTRACT INCREASE WITH MOTOROLA SOLUTIONS, INC. BY \$77,969.00 TO THROUGH STATE CONTRACT #A83909

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on June 25, 2014 authorizing the award of contract to Motorola Solutions, Inc., under State Contract #A83909, in an amount not to exceed \$13,929,328.00, from June 25, 2014 to June 24, 2016; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 7, 2015 authorizing an increase in the amount of \$740,192.00, resulting in an amount not to exceed \$14,669,520.00 due to unanticipated expenses; and

WHEREAS, the County has determined an increase is necessary due to unanticipated expenses; and

WHEREAS, the amendment is to increase the total contract amount by \$77,969.00 resulting in a new contract amount, for an amount not to exceed \$14,747,489.00; and

WHEREAS, all other terms and provisions of the previously awarded contract, with the exception of the total contract amount, shall remain in full force and effect.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to increase contract with Motorola Solutions, Inc. awarded through State Contract #A83909 by \$77,969.00, resulting in a new contract amount, in an amount not to exceed \$14,747,489.00, from June 25, 2014 to June 24, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 2, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-1

RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE, INC. FOR TWO YEARS FROM APRIL 4, 2016 TO APRIL 3, 2018 IN AN AMOUNT NOT TO EXCEED \$2,500,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the "County") originally entered into a contract on April 4, 2015 with South State Inc., for the supply, delivery and overlay of hot mix asphalt materials, as per Bid PD#015-008. 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 April 3, 2018 in an amount not to exceed \$2,500,000.00 per 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, 2016 is conditioned upon the approval of the 2017 and 2018 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 State Inc., for the supply, delivery and overlay of hot mix asphalt materials in accordance with Bid PD#015-008 for an additional two (2) year period from April 4, 2016 to April 3, 2018 in an amount not to exceed \$2,500,000.00 per year and that the County's Purchasing Agent is hereby directed to inform South State Inc. 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 held on Wednesday, March 2, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-2

RESOLUTION AUTHORIZING A CONTRACT WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. FOR \$117,177.15

WHEREAS, the County of Gloucester (hereinafter the "County") has need for construction management and inspection services for a specific road project; and

WHEREAS, this need for such professional services is relative to the County's road improvement project known as the "Resurfacing and Safety Improvements to Main Street (County Route 553/553Alt), Broadway (County Route 553Alt.) and Lambs Road (County Route 635) From Conrail line to Woodbury Glassboro Road, in the Township of Mantua & the Boroughs of Glassboro and Pitman, Gloucester County" Federal Project No. 2015-DT-BLA-FEP-412, Engineering Project #14-17FA (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services, via RFP-015-037 from interested providers; and evaluated those proposals consistent with the County's fair and open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that Adams, Rehmann & Heggan Associates, Inc. (hereinafter "ARH"), with an office address of 850 South White Horse Pike, Hammonton, New Jersey 08037, made the most advantageous proposal to provide said services to the County for a total contract amount of \$117,177.15; 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; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$117,177.15, pursuant to CAF# 16-01493, which amount shall be charged against budget line item C-04-15-012-165-12241.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to a contract with ARH for construction management and inspection services for the Project, as set forth in RFP-015-037 and subject to all conditions and requirements of the specifications for the Project, for a total contract amount of One Hundred Seventeen Thousand, One Hundred Seventy Seven Dollars and Fifteen Cents (\$117,177.15), per the prices submitted in ARH's proposal dated December 10, 2015, and contingent upon approval by the New Jersey Department of Transportation; 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 2, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**

THIS CONTRACT is made effective this 2nd day of **March, 2016**, 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 **ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**, with offices at, with an office address of 850 South White Horse Pike, Hammonton, New Jersey, 08037, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for professional engineering services in the nature of construction management and inspections required for the County's road improvement project known as "Resurfacing and Safety Improvements to Main Street (County Route 553/553Alt), Broadway (County Route 553Alt.) and Lambs Road (County Route 635) From Conrail line to Woodbury Glassboro Road, In the Township of Mantua & the Boroughs of Glassboro and Pitman, Gloucester County" Federal Project No. 2015-DT-BLA-FEP-412, Engineering Project #14-17FA (hereinafter the "Project"); and

WHEREAS, the County issued RFP-015-037 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. This Contract shall be effective for the length of time necessary for the actual completion of the Project.

2. COMPENSATION. Contractor shall be compensated an amount of \$117,177.15 for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated December 10, 2015 (hereinafter the "Proposal").

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the County's RFP 015-037 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the RFP, the Specifications, and all applicable laws.

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of 49 CFR 18.36 (i)(1) to (13); including:

1. Specifically reserving the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. Termination of this contract for cause or convenience including the manner by which it will be effected and the basis for settlement.
3. Compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).
4. Compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR 5).
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR 5).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three (3) years after final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. Act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

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 permit held by Contractor, or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP, 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 subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

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

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

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

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

20. **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, and the RFP, and the Contractor's Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP and the Contractor's Proposal, then this Contract and the RFP shall prevail.

THIS CONTRACT is effective as of this 2nd day of **March, 2016.**

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

**ADAMS, REHMANN & HEGGAN
ASSOCIATES, INC.**

By: _____

(Please Print Name)

arh

**ENGINEERS
SURVEYORS
PLANNERS**

adams, rehmann & heggan *associates, inc.*

Atlantic City Race Course
Walt Whitman Bridge
Atlantic City International Airport
Philadelphia International Airport
Mercer County Justice Complex
Princeton University Stadium
Trenton Waterfront Park
Hahnemann Hospital
Temple University
Garden State Parkway
McGuire Air Force Base
Lincoln Park Airport
NE Philadelphia Airport
Gloucester County Justice Complex
New Jersey Turnpike
Fox Chase Cancer Center
Camden-Trenton River-LINE



YOU SEE US **EVERY** DAY.

Blue Heron Pines Golf Course
Caesar's Palace
12th and Filbert Parking Garage
Bally's Hotel and Casino
Horizon Business Park
Merrill Lynch Corporate Campus
Philadelphia Parx Casino
Ritz Carlton Residence
Showboat Casino and Hotel
Sovereign Center Arena
Atlantic City City Hall
Cumberland Co. Technical School
Richard Stockton College
The College of NJ Athletic Complex
Miracle League Field of Dreams
I-295/I-76/Route 42 Connection
Brigantine Bulkhead

Gloucester County Response to RFP #15-037

Construction Management and Inspection Services for Resurfacing and Safety Improvements to Main Street/Broadway/Lambs Road, CR553/CR553A/CR635 from East Blvd. to Woodbury-Glassboro Road in the Boroughs of Glassboro, Pitman and Township of Mantua.

Contact: Dave Cella, PE, CME, Director of Engineering
Phone: 609-561-0482 / Fax: 609-704-8011 / Email: dcell@arh-us.com
850 South White Horse Pike, Hammonton, NJ 08037

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 16-01493 **DATE** February 18, 2016

BUDGET NUMBER C-04-15-012-165-12241 (\$117,177.15)

AMOUNT OF CERTIFICATION \$ \$117,177.15

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

Professional Services Contract for Construction Management & Inspection Services per RFP-015-037 for the project "Resurfacing and Safety Improvements to Main Street (County Route 553/553Alt), Broadway (County Route 553Alt.) and Lambs Road (County Route 635) From Conrail line to Woodbury Glassboro Road, In the Township of Mantua & the Boroughs of Glassboro and Pitman, Gloucester County" Federal Project No. 2015-DT-BLA-FEP-412, Engineering Project #14-17FA

VENDOR NAME ARH Associates, Inc.

ADDRESS 850 South White Horse Pike

CITY/STATE/ZIP Hammonton, NJ 08037

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

PURCHASING AGENT _____ **DATE** _____

FREEHOLDER MEETING DATE March 2, 2016

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

BASIS OF AWARD

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

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

RFP-15-037 – Construction Management – CR 553/553A/635 - ARH

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information 5 _____ points All required documentation provided.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> ARH - has worked extremely well on several similar federal projects. David Cella has good knowledge of requirements on federal project and understand our County procedures. 30 _____ points	29
C. <u>Relevance and Extent of Similar Engagements performed</u> ARH has performed well on several similar projects for the County. 30 _____ points	29
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> ARH provided a good plan for the project. They cover the major items and gave good descriptions. 35 _____ points	34
TOTALS	97

C-3

RESOLUTION AUTHORIZING A CONTRACT WITH CONSULTING ENGINEER SERVICES FOR \$27,471.73

WHEREAS, the County of Gloucester (hereinafter the "County") has need for construction management and inspection services for a specific road project; and

WHEREAS, this need for such professional services is relative to the County's road improvement project known as the "Resurfacing and Safety Improvements to East Holly Avenue, County Route 624 from Broadway, CR553A to Delsea Drive, Route 47, in the Borough of Pitman, Gloucester County" Federal Project No. 2015-DT-BLA-FEP-421, Engineering Project #15-02FA (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services, via RFP-015-038 from interested providers; and evaluated those proposals consistent with the County's fair and open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that Consulting Engineer Services, (hereinafter "CES"), with an office address of 645 Berlin-Cross Keys Road, Suite 1 Sicklerville, New Jersey 08081, made the most advantageous proposal to provide said services to the County for a total contract amount of \$27,471.73; 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; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$27,471.73, pursuant to CAF# 16-01494, which amount shall be charged against budget line item C-04-15-012-165-12209.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to a contract with CES for construction management and inspection services for the Project, as set forth in RFP-015-038 and subject to all conditions and requirements of the specifications for the Project, for a total contract amount of Twenty Seven Thousand, Four Hundred Seventy One Dollars and Seventy Three Cents (\$27,471.73), per the prices submitted in CES's proposal dated December 10, 2015, and contingent upon approval by the New Jersey Department of Transportation; 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 2, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CONSULTING ENGINEER SERVICES**

THIS CONTRACT is made effective this 2nd day of **March, 2016**, 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 **CONSULTING ENGINEER SERVICES**, with offices at, with an office address of 645 Berlin-Cross Keys Road, Suite 1, Sicklerville, New Jersey 08081, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for professional engineering services in the nature of construction management and inspections required for the County's road improvement project known as "Resurfacing and Safety Improvements to East Holly Avenue, County Route 624 from Broadway, CR553A to Delsea Drive, Route 47, in the Borough of Pitman, Gloucester County" Federal Project No. 2015-DT-BLA-FEP-421, Engineering Project #15-02FA (hereinafter the "Project"); and

WHEREAS, the County issued RFP-015-038 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES**. This Contract shall be effective for the length of time necessary for the actual completion of the Project.

2. **COMPENSATION**. Contractor shall be compensated an amount of \$27,471.73 for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated December 10, 2015 (hereinafter the "Proposal").

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the County's RFP 015-038 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the RFP, the Specifications, and all applicable laws.

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of 49 CFR 18.36 (i)(1) to (13); including:

1. Specifically reserving the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. Termination of this contract for cause or convenience including the manner by which it will be effected and the basis for settlement.
3. Compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).
4. Compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR 5).
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR 5).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three (3) years after final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. Act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

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 permit held by Contractor, or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP, 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 subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

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

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.
- Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.
- The fifth and any lower ranked persons on each list will be excluded from further consideration.
- The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.
- In the event of a tie, the mediator shall be chosen by lot.
- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.
- The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.
- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.
- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

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

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

20. **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, and the RFP, and the Contractor's Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP and the Contractor's Proposal, then this Contract and the RFP shall prevail.

THIS CONTRACT is effective as of this 2nd day of **March, 2016.**

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

ATTEST:

COUNTY OF GLOUCESTER

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK**

ROBERT M. DAMMINGER, DIRECTOR

CONSULTING ENGINEER SERVICES

By: _____

(Please Print Name)



consulting engineer services
Engineers, Planners, and Land Surveyors

December 10, 2015

Pete Mercanti, Director, Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, NJ 08096

RE: FEE PROPOSAL – RFP #15-038
Construction Management & Inspection Services
For Resurfacing and Safety Improvements to
East Holly Avenue, CR624
From Delsea Drive, State Route 47 to Broadway, CR 553A
Borough of Pitman

Dear Mr. Mercanti:

Consulting Engineer Services (CES) has reviewed the proposal documents and respectfully submits a cost proposal for the above-referenced project.

Mr. David Firman, NICET III Senior Inspector, will be available to provide construction inspection services for the entire construction phase. We believe Mr. Firman and supplemental field staff will require two hundred and four (204) hours to coordinate activities prior to construction, review shop drawing submittals, provide construction inspection during the prosecution of the project, and to review payment applications and close out documents.

We believe our CAD Technician, Jeff Clark, will require approximately eight (8) hours to verify field measurements and prepare as-built drawings for the project. CES will prepare as-built plans using base plans as provided by the County.

We believe our Project Manager (PM), Alan Ippolito, P.E., will require approximately ninety three (93) hours to attend meetings, review plans and construction methods, and otherwise be available to assist our CI as needed.

The firm's President, Norman K. Rodgers, III, P.E., P.L.S., will be available for approximately fourteen (14) hours in order to troubleshoot any major concerns, which may arise during the execution of this project.

Our fee for providing the proposed services outlined in our proposal is \$27,471.73. Attached is a breakdown of our proposed fee for services.

Henry J. Haley, PE, PP, CME
Chief Executive Officer

Norman K. Rodgers, III, PE, PLS, CME
President

Marie Baaden, PE, CME, Vice President
Municipal Services

Tony Lecane, Vice President
Surveying Services

Steven M. Shriver, Vice President
Business Development

Jay Sims, PE, PP, CME, Vice President
Land Development

Michael R. Brown, PE, CME
Peter G. Burgess, PE, PLS, CME
Michael C. Dupras, MS
Adam R. Grant, PLS
Ryan Headley, PE
Alan J. Ippolito, PE, CME
William A. Ralston, PE, CME
John F. Witthohn, PE, CME
Paul A. Witthohn, PE, CME

645 Berlin-Cross Keys Road, Suite 1, Sicklerville, NJ 08081
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com

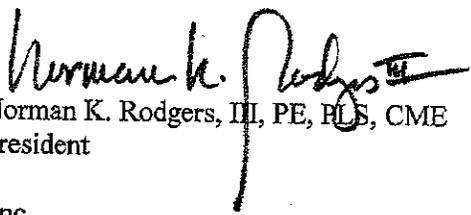
NJ Certificate of Authorization #24GA27957700

O:\2015 Proposals\2015-269 GC RFP#15-038.doc

Page 2

Thank you for the time you have taken to review this package. If further information is required, please contact me at your earliest convenience at (856) 228-2200.

Sincerely,


Norman K. Rodgers, III, PE, PLS, CME
President

Enc.

Estimate for Construction Management and Engineering Inspection Services									
East Holly Avenue, CR 624, Resurfacing and Safety Improvements									
from Delsea Drive, State Route 47, to Broadway, CR 553A									
Borough of Pitman, Gloucester County, NJ									
Description/Tasks	Principal Officer (CM/OC) \$55.00	Project Manager \$40.40	Resident Engineer/ Inspector \$29.05	Project Surveyor N/A	Field Survey Crew N/A	CADD Technician \$37.75	Clark \$25.70	Hours Est./Team	Cost Est./Team
1 Pre-Construction Mtg & Coordination	2.0	16.0						18.0	\$756.40
2 Review of Submittals/Shop Drawings	2.0	6.0	10.0					18.0	\$642.90
3 Construction Inspection	2.0	45.0	160.0					207.0	\$6,576.00
4 Misc. Meetings/Coordination/Correspondence	2.0	16.0	8.0				8.0	34.0	\$1,194.40
5 Punch List	2.0	4.0	10.0					16.0	\$562.10
6 As-Built Plans	2.0	2.0	4.0			8.0		16.0	\$609.00
7 Closeout Documents	2.0	4.0	12.0			8.0		18.0	\$620.20
Sub-Totals	14.0	93.0	204.0			8.0	8.0	327.0	\$10,981.00
Total Hours (by staff level)	14.0	93.0	204.0			8.0	8.0	327.0	
Total Cost (by staff level)	\$770.00	\$3,787.20	\$5,928.20			\$302.00	\$205.60		
DIRECT EXPENSES									
Mailing, Printing, Copying	\$	500.00							
TOTAL DIRECT EXPENSES	\$	500.00							
DIRECT LABOR:									
LABOR OVERHEAD (123.7%):									
TOTAL LABOR:									
PROFIT(10%):									
DIRECT EXPENSES:									
GRAND TOTAL:									

Note:
1. No additional fees will be assessed by CES should the County decide to complete the milling and/or paving during night time hours.
2. Direct expenses includes an estimated cost for mailing, printing, and copying. Other direct expenses such as equipment, vehicles, and mileage are not listed in the fees and will not be billed to the County.

BASIS OF AWARD

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

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

RFP-15-038 – Construction Management – East Holly - CES

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	Proposal contains all required checklist information 5 _____ points All required documentation provided.	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> CES has provided a team that has performed well on other federal project for our County. Dave Firman has performed well on similar projects and is aware of federal requirements. 30 _____ points	29
C.	<u>Relevance and Extent of Similar Engagements performed</u> CES has completed several similar projects for Camden County and has successfully performed similar projects for our County. Most recently Hurfville Crosskeys Road. 30 _____ points	30
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> CES provided a good general plan for completing the project. Additional project specific information would have been beneficial. 35 _____ points	31
TOTALS		95

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 16-01494 **DATE** February 18, 2016

BUDGET NUMBER C-04-15-012-165-12209 (\$27,471.73)

AMOUNT OF CERTIFICATION \$ \$27,471.73

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

Professional Services Contract for Construction Management & Inspection Services per RFP-015-038 for the project "Resurfacing and Safety Improvements to East Holly Avenue, County Route 624 from Broadway, CR553A to Delsea Drive, Route 47, in the Borough of Pitman, Gloucester County" Federal Project No. 2015-DT-BLA-FEP-421, Engineering Project #15-02FA

VENDOR NAME Consulting Engineer Services

ADDRESS 645 Berlin-Cross Keys Road, Suite 1

CITY/STATE/ZIP Sicklerville, NJ 08081

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

PURCHASING AGENT _____ **DATE** _____

FREEHOLDER MEETING DATE March 2, 2016

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

(F-1)

**RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND
MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE
CONTRACT #A89851 FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 FOR
\$59,750.00**

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

WHEREAS, the Gloucester County Prosecutor's Office has a need to purchase computer software and maintenance for the Gloucester County Prosecutor's Office; and

WHEREAS, it has been determined that the Gloucester County Prosecutor's Office can purchase said software and maintenance from Software House International, ("SHI"), through State Contract #A89851, in the total amount of \$59,750.00 from January 1, 2016 to December 31, 2016; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$59,750.00, pursuant to C.A.F. #16-01555, which amount shall be charged against budget line item 6-01-25-275-001-20370.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that State Contract #A89851 is hereby authorized for the purchase of computer software and maintenance for the hereinabove purposes, in the total amount of \$59,750.00, from January 1, 2016 to December 31, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 2, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

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

Certificate of Availability of Funds

TREASURER'S NO. 110-01555 DATE 2/16/16

6-01-25-275-001-20370

BUDGET NUMBER - CURRENT YR. _____ B _____ DEPARTMENT Prosecutor

AMOUNT OF CERTIFICATION \$59,750 COUNTY COUNSEL Matt Lyons, Esq.

DESCRIPTION: Quote 10669291- Software Maintenance
Computer Square 1/1/16-12/31/16

VENDOR: Software House International

ADDRESS: 290 Davidson Ave

Somerset, NJ 08873

Scott F. DiStasio

DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 2/19/16

3/2/16
Freeholder Meeting



Pricing Proposal
Quotation #: 10669291
Created On: Nov-25-2015
Valid Until: Feb-25-2016

County of Gloucester NJ

**Inside Sales Account
Manager**

Billie Jo Scott
2 Paradise Road
West Deptford
NJ
08066
Phone: (856) 423-3500
Fax:
Email: Bjscott@co.gloucester.nj.us

Nicole Lawrence
290 Davidson Avenue
Somerset, NJ 08873
Phone: 888-744-4084
Fax: 888-896-8860
Email: Nicole_Lawrence@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 INFOSHARE MAINTENANCE SERVICES Computer Square, Inc. - Part#: Coverage Term: Jan-01-2015 – Dec-31-2015	1	\$50,000.00	\$50,000.00
2 DISCOVERY COMPONENT Computer Square, Inc. - Part#:	1	\$4,500.00	\$4,500.00
3 INTERNAL AFFAIRS MODULE eff 1/16 Computer Square, Inc. - Part#:	1	\$5,250.00	\$5,250.00
		Total	\$59,750.00

Additional Comments

NJ Software State Contract 89851

Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company. SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for you future software and hardware needs. For immediate Assistance with quote requests, order inquiries or service, please contact your inside Sales Team at 1-888-744-4084 or by email: NJGOV@shi.com

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

RESOLUTION APPROVING THE WRITTEN FIVE-YEAR PLAN OF THE GLOUCESTER COUNTY SURROGATE

WHEREAS, as a County Constitutional Officer, the Surrogate is charged under the provisions of the Laws of 2001, Chapter 371 to develop, prepare, and submit a five year plan for the use of the Document Trust Fund Monies to the Gloucester County Board of Chosen Freeholders; and

WHEREAS, Legislature mandated management controls for planning and budgeting to the trust fund process requiring each Constitutional Officer to submit to the Board of Chosen Freeholders "for approval", a five year capital plan; and

WHEREAS, the office of the Gloucester County Surrogate, as a Constitutional Office is responsible for the probate and administration of estates, adoptions and the custody and investments of funds of minors; and

WHEREAS, these fees are surcharges mandated by the Legislature, paid for the processing filing or recording of various documents in the office; and

WHEREAS, the revenues are to be expended solely for improving and modernizing the recording and other functions of the Surrogate's Office; and

WHEREAS, the surcharges collected are in addition to the increased fees and revenues paid to the County under the above law; and

WHEREAS, for the year 2016, it is anticipated that the total surcharge fees collected will be approximately and thereafter it is anticipated that the fee will be as follows:

- 2016 - \$27,931.00
- 2017 - \$25,943.00
- 2018 - \$28,378.00
- 2019 - \$29,045.00
- 2020 - \$27,825.00

WHEREAS, it is projected that over the five year period of expenditure, the collected fees for the trust fund with interest will be; and

WHEREAS, the Surrogate has reviewed these collections and projections with the County Finance Office, who has concurred in these amounts and projections; and

WHEREAS, after conducting reviews, assessments, inspections, and comparisons of concepts and alternatives, the monies will be applied to upgrading technological equipment within the Surrogate's Office to increase efficiency and modernize the office by doing so.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Five Year Plan of the Gloucester County Surrogate as prepared and kept on file by the Gloucester County Surrogate and which shall be a part of this resolution as if set forth herein is hereby adopted for the year 2016 through 2020.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 2, 2016 at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

Surrogate Five-Year Plan

The office of the Gloucester County Surrogate, as a Constitutional Office, is responsible for the probate and administration of estates, adoptions, and the custody and investment of the funds of minors.

As a County Constitutional Office, I am charged under the provisions of the Laws of 2001, Chapter 371 to develop, prepare, and submit a five-year plan for the use of the Document Trust Fund Monies to the County Board of Chosen Freeholders.

The plan is for five years and is to cover the use of the funds, and the interest, for new capital expenditures for the modernization and improvement of the functioning of the Constitutional Office.

These fees are surcharges mandated by the Legislature, paid for the processing, filing or recording of various documents in the office. The revenues are to be expended solely for improving and modernizing the recording and other functions of this Office. These surcharges collected are in addition to the increased fees and revenues aid to the County under the above law.

For the year 2016, it is anticipated that the total surcharge fees collected will be \$27,931.00

Thereafter it is anticipated that the fee will be as follows;

2016 \$27,931.00

2017 \$25,943.00

2018 \$28,378.00

2019 \$29,045.00

2020 \$27,825.00

Functions of Surrogate Court

- 1 – Probate Proceedings and Administrations of Estates
- 2 – Minor's Estate/Surrogate's Intermingled Trust Fund
- 3 – Accounting/Audits
- 4 – Adoption Applications
- 5 – Superior Court Proceedings
- 6 - Guardianship

Five Year Goals

To ensure transparency of all court records – As governed by the AOC, the Administrative Office of the Courts, the Court will continue to make all court records available for the public to access while simultaneously balancing the need to keep certain personal identification redacted from files such as social security numbers.

To continue to comply with records retention schedules- The Surrogate will continue to work with such entities as DARM, the New Jersey Divisions of Archives and Records Management under the New Jersey Department of State and PARIS grant committee to improve the safeguarding of all public records.

To create interactive forms on the website – Since the Courts website has been expanded, an opportunity exists to further expand our services to include interactive forms for the public and legal community.

Additional Goals – As Surrogate, I do have additional goals for the Court. However, some of these goals cannot be met under the criteria or the rules of the Surrogate's Trust Fund. Therefore, the additional goals will be pursued through interoffice policy.

G-1

RESOLUTION AUTHORIZING THE SUBMISSION OF FY2017 MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT \$ 391,915.00

WHEREAS, it is desirous of the County of Gloucester (hereinafter the "County") to submit a 2017 Gloucester County Municipal Alliance Grant Application and Annual Plan to the Governor's Council on Alcoholism and Drug Abuse; and

WHEREAS, the County is eligible to receive a grant from the State of New Jersey's Governor's Council on Alcoholism and Drug Abuse for the continued funding for the Alliance to Prevent Alcoholism and Drug Abuse, Municipal Alliance Program; and

WHEREAS, the grant application for renewal is for Municipal Alliance Programs to be pursued/provided by all 24 municipalities during a 12 month fiscal year; and

WHEREAS, the County will designate funding to each municipality by way of an agreement with the requirement of each respective municipality to provide a 25% Cash Match and an additional 75% In-kind Contribution for proposed services; and

WHEREAS, the grant is for the fiscal year, July 1, 2016 to June 30, 2017 in the amount of \$391,915.00 of which \$60,000.00 is designated as a portion of the County Alliance Coordinator's annual salary; and

WHEREAS, the County's Department of Health and Human Services reviewed all data supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct, including but not limited to, an annualized action plan, spending plan, etc.; and

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

NOW, THEREFORE BE IT RESOLVED, that upon receipt of the fully executed application for grant funds from the New Jersey Governor's Council on Alcoholism and Drug Abuse, the funds will be used pursuant to the terms of said agreement between the County of Gloucester and the New Jersey's Governor's Council for the Municipal Alliance Grant in the total amount of \$391,915.00 for the period from July 1, 2016 and June 30, 2017; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, March 2, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

GRANT REQUEST FORM

61

DATE: January 20, 2016

1. TYPE OF GRANT
 NEW GRANT - RENEWAL/CONTINAUATION FROM PREVIOUS
 YR.

2. GRANT TITLE: GLOUCESTER COUNTY MUNICIAPL ALLIANCE PROGRAM

3. GRANT TERM: FROM: 7/1/16 TO 6/30/17

4. DATE APPLICATION DUE TO GRANTOR: FEBRUARY 28, 2016

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: _____

7. COUNTY DEPARTMENT: Department of Human and Disability Services

8. DEPT. CONTRACT PERSON & PHONE NUMBER- MaryBeth Monroe 856-384-6887

9. NAME OF FUNDING AGENCY: NJ Governor's Council on Alcoholism and Drug Abuse

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): To accept funding from the NJ Governor's Council on Alcoholism and Drug Abuse for the Municipal Alliance Program and to support the position of the Municipal Alliance Coordinator

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE %

13. IC CHARGED TO GRANT : \$ _____

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>391,915.00</u>	
CASH MATCH	\$ <u>0</u>	

(Attach Documentation)

IN-KIND MATCH \$ 0
(Attached Documentation)
TOTAL PROGRAM BUDGET \$391,915.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 85,631

TOTAL OTHER EXPENSES (b): \$ 0

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$391,915.00

TOTAL GRANT FUNDING (e): \$ 391,915.00

TOTAL COUNTY FUNDING (f): \$ 391,915.00

DEPT. HEAD: Jim A Arroy
Signature

DATE: 1/21/16

***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.



State of New Jersey

GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE
PO Box 345
TRENTON, NJ 08625-0345

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

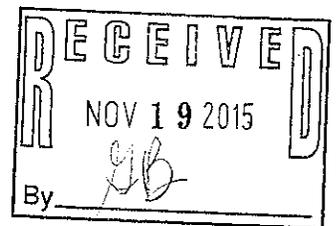
NEIL VAN ESS
Acting Chairman

CELINA LEVY
Acting Executive Director

FY2017 LETTER OF INTENT

November 9, 2015

Judith Johnson
Gloucester County Addiction Services
115 Budd Boulevard
P.O. Box 337
Woodbury, NJ 08096



Dear Ms. Johnson:

The Governor's Council on Alcoholism and Drug Abuse (GCADA) is announcing its intention to provide a grant to Gloucester County for the Fiscal Year 2017 Alliance to Prevent Alcoholism and Drug Abuse Program. The allocation for Fiscal Year 2017 per formula from the Drug Enforcement Demand Reduction (DEDR) Fund, including coordination funds, is **\$391,915**.

The grant period will begin July 1, 2016 and continue through June 30, 2017. This letter of intent is contingent upon the availability of funds and is subject to the rules of the New Jersey Department of Treasury.

County coordination funds are included in your funding formula award. Counties may take up to 15 percent of their DEDR award with a minimum of \$60,000. The total amount of coordination funds available for your county for FY 2017 is **\$60,000**. County spending plans will be approved by the GCADA in accordance with established grant guidelines.

Up to five percent (5%) of DEDR funds up to a maximum of \$20,000, may be used for countywide activities. These activities should focus on training for the Municipal Alliances and community partners. The trainings and activities chosen must benefit the county-at-large.

Counties will only be permitted to contract with Municipal Alliances that attended the required GCADA trainings on the needs assessment and strategic planning process. Refer to the enclosed "Guidelines for Distributing Funds from Non-Participating Municipalities" for assistance with reallocating funds from municipalities that are not participating for FY 2017.

All funds will be reimbursed to the counties after receipt and acceptance of the required expenditure reports, programmatic reports and vouchers.

The submission and approval of the County Alliance Plan, including a detailed budget for county coordination and countywide activities, will be required to access these funds. Plans must be submitted to GCADA by February 26, 2016. *Plans received past the due date will not be assured of approval by July 2016.*

Please be advised that no County Alliance Plan will be reviewed or presented to the full Council for approval if the County is not up to date with its expenditure and programmatic reports for the prior grant term.

The County's continued cooperation and support are appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Celina Levy". The signature is written in black ink and is positioned to the left of the typed name and title.

Celina Levy
Acting Executive Director

C: Mary Beth Monroe, Gloucester County Alliance Coordinator

GLOUCESTER COUNTY BUDGET
OTHER EXPENSES REQUEST EXPLANATIONS

2016/17 MUNICIPAL ALLIANCE GRANT

101	Reg. Salaries	<u>\$ 60,000</u>
299	Other Outside Services	<u>\$ 312,855.</u>
201	Other Expenses	<u>\$19,060</u>
	Total	<u>\$ 391,915</u>

Form C-2
Department Code _____
Submission Date _____
Revision Date _____

Department _____

Department: Drug and Alcohol
Grant Title: Municipal Aalliance

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			Fringe	Grant Funds	County Funds	Total Funds	
MaryBeth Monroe	Co. Alliance Coord	\$	85,631	59.21%	\$ 50,702.12	\$ 60,000.00	\$ 76,333.12	#####
Employee Name	Employee Title			59.21%	\$ -	\$ -	\$ -	-
Employee Name	Employee Title			59.21%	\$ -	\$ -	\$ -	-
Employee Name	Employee Title			59.21%	\$ -	\$ -	\$ -	-
Employee Name	Employee Title			59.21%	\$ -	\$ -	\$ -	-
Employee Name	Employee Title			59.21%	\$ -	\$ -	\$ -	-
Employee Name	Employee Title			59.21%	\$ -	\$ -	\$ -	-
Employee Name	Employee Title			59.21%	\$ -	\$ -	\$ -	-
Employee Name	Employee Title			59.21%	\$ -	\$ -	\$ -	-
Employee Name	Employee Title			59.21%	\$ -	\$ -	\$ -	-
		\$	85,631		\$ 50,702	\$ 60,000	\$ 76,333	\$ 136,333
			(a)		(c)			

Other Expenses	Grant Funds	County Funds	Total OE
OOS #299	\$ 312,855.00		\$ 312,855.00
Other Expense #201	\$ 19,060.00	\$ -	\$ 19,060.00
Account Line Item #			\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
	\$ 331,915.00	\$ -	\$ 331,915.00
			(b)
	Grant	County	Total
Total Program Cost	\$ 391,915.00	\$ 76,333	\$ 468,248.12
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 60,000.00				
OE	\$ 331,915.00				
	\$ 391,915.00	\$ -	\$ -	\$ -	\$ -

A GRANT BETWEEN
STATE OF NEW JERSEY
GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE (GCADA)
AND
THE COUNTY OF GLOUCESTER
(GRANTEE)

PROGRAM SPECIFICATIONS

I. General Conditions of Funding

With the propensity for the community as well as individuals to permit and foster denial of alcohol and drug use, the following must be included as part of the overall county and municipal plan:

- A. The Grantee and Sub-Grantees will provide training for county and municipal Alliance committee members, according to local needs, in topics such as: assessment, capacity building, planning, implementation, evaluation, sustainability, cultural competence, and other topics pertaining to the education, public awareness, and the prevention of substance use and abuse. Countywide training is limited to 5% of the DEDR funds allocated to the county up to a maximum of \$20,000.
- B. The Grantee and Sub-Grantees must ensure proposed education, public awareness and prevention programs are evidenced based or include a method of following an evidenced-based process involving measuring the programs' effectiveness.
- C. The Grantee and Sub-Grantees will deliver a consistent "no use" message to those under the legal smoking and drinking age, as well as a "no use" message to all residents in regards to all illicit drug use in accordance with the laws of the State of New Jersey.
- D. The Grantee and Sub-Grantees shall ensure that all Alliance activities are alcohol, tobacco and drug free.
- E. The Grantee and Sub-Grantees will demonstrate cooperation and coordination with the programs and services offered by local education, law enforcement, alcoholism and drug abuse prevention and treatment providers, local health agencies, recovering alcoholics and drug abusers, business or civic groups and other community agencies.
- F. The Grantee and Sub-Grantees will ensure that any materials developed for distribution, publication or advertisement using grant funds contain a statement acknowledging the GCADA as the funding source and material will include the GCADA logo when possible.

II. Conditions of Alliance Coordination Funding

- A. In accordance with guidelines issued by the GCADA the Grantee shall utilize a portion of the grant to employ a full-time County Alliance Coordinator. However, a Grantee may request to be

excluded from this requirement for extraordinary and exigent reasons. This request must be directed to the GCADA Executive Director.

B. Coordination funding must be utilized for salary and other directly related expenses to the coordination of the Alliance grant. These expenses include and are limited to the following:

1. Salary and fringe benefit expenses for the County Alliance Coordinator and other county staff that work on Alliance coordination.
2. Travel, training, and supply expenses incurred by the Alliance Coordinator; for example, the courses and application to obtain Certification as a Prevention Specialist or the annual national conference sponsored by CADCA (Community Anti Drug Coalitions of America).
3. Printing, office supplies, meeting supplies and materials, books, publications and subscriptions, computer supplies and other supplies related to coordination activities.
4. A maximum of \$500.00 in grant funds may be utilized for, or towards, the purchase of equipment that must be used for the support and operations of the Alliance program. Equipment is defined as an article of tangible property that has a useful life of more than two years.

C. Failure to meet the minimum requirements listed below may result in the loss, or reduction, of Alliance Coordination funding.

1. The County Alliance Coordinator will plan and coordinate Alliance program and other prevention activities under the direction and responsibility of the County Alcoholism and Drug Abuse Director in cooperation with the GCADA.
2. The Grantee shall conduct annual site visits to each Sub-Grantee utilizing site visit reporting forms provided by the GCADA and those reports must be maintained in files of the County Alliance Coordinator.
3. The Grantee will provide technical assistance, support services and training to the Municipal Alliance coordinators and committees.
4. The County Alliance Coordinator shall attend all County Alliance Steering Subcommittee (CASS) meetings; Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) meetings; and, meetings held by the Regional Coalition established through the Division of Mental Health and Addiction Services. The County Alliance Coordinator should also attend other county and local planning and coordinating bodies as necessary.
5. The Grantee shall maintain the CASS in accordance with N.J.S.A. 26:2BB-1 et seq. and N.J.A.C. 17:40-1 et seq.
6. The Grantee shall ensure the CASS meets a minimum of four times during the grant period and that written agendas and minutes of all meetings are maintained and forwarded to the GCADA.

7. At a minimum, the Grantee shall convene quarterly networking meetings of all Sub-Grantees (Municipal Alliances) during the grant period and shall forward meeting notices and agendas to the GCADA.

8. The County Alliance Coordinator shall attend quarterly meetings as scheduled and held by the GCADA during the grant term for training and information sharing purposes. The County Alliance Coordinator is required to attend a minimum of two Council meetings per year.

9. The County Alliance Coordinator shall submit the required expenditure and programmatic reports to the GCADA and record the information in the GCADA database in compliance with the due dates set forth in this grant pursuant to Attachment A, Section V, #2. Reimbursements to the Grantee will be withheld until this information is current and accurate.

10. The County Alliance Coordinator is responsible for disseminating information from the GCADA to the Sub-Grantees within 5 business days.

III. Letters of Intent, Distribution of Grant Strategic Plan and Letters of Agreement

A. On an annual basis the GCADA will issue a Letter of Intent to fund the Alliance Program with the specific dollar amount to be available to each county authority for the following year. Letters of Intent will be issued when the GCADA is made aware of the status of the Drug Enforcement Demand Reduction Fund and the necessary appropriation is adopted in the State Budget.

B. In accordance with N.J.S.A. 26:2BB-1 et seq. and N.J.A.C. 17:40-1 et seq., the GCADA will issue guidelines annually to the Grantee and Sub-Grantees for the County and Municipal Alliance Strategic Plan process.

C. The County Strategic Plan guidelines shall contain detailed explanation of the strategic plan process and the GCADA will provide technical assistance and training to the CASS and County Alliance Coordinator.

D. The CASS through the County Alliance Coordinator shall distribute the Municipal Alliance Strategic Plan forms to the Municipal Alliance Committees (MACs) in their jurisdiction and the Grantee shall provide technical assistance and training to the MACs to provide assistance in the completion of the plan. Grantees and Sub-grantees must use the GCADA provided forms for the Municipal Alliance Strategic Plan and fiscal/programmatic reporting thereafter.

E. The Grantee shall set a return due date for receipt of the MAC strategic plans and the CASS, in conjunction with the County Alliance Coordinator, shall review the plans submitted by each MAC for compliance with the all guidelines and requirements of the strategic plan process and the governing law (N.J.S.A. 26:2BB-1 et seq.).

F. The CASS, in conjunction with the Alliance Coordinator, shall develop a County Plan incorporating all approved Municipal Alliance strategic plans using the format and forms issued by GCADA.

G. The Grantee shall submit the FY2017 County Plan to GCADA by March 1, 2016.

H. The Strategic Plan Review Committee of the GCADA will review the County Plan and will provide notification of initial approval or identified deficiencies to the Grantee. With the contingency requirement that all deficiencies noted in the FY2016 County Plans be resolved by June 1, 2015, the Review Committee will recommend the County Plan be placed on the GCADA's meeting agenda for adoption by the full Council. Reimbursements for FY2016 may be withheld until all deficiencies in the FY2016 County Plan have been satisfactorily resolved.

I. Contingent upon the approval of the County Plan by the GCADA, the Executive Director of the GCADA will issue a Letter of Agreement to the appropriate county governing authority stating the specific amount of funding and providing fiscal and programmatic grant specifications.

J. If, through any cause within its control, the Grantee fails to fulfill in a timely manner the obligations under this agreement, or if the Grantee should violate any of the covenants, provisions or stipulations of the Letter of Agreement, the GCADA will thereupon have the right to terminate the agreement by written notice to the Grantee and specify the effective date thereof, at least thirty (30) days prior to the termination date.

A GRANT BETWEEN
STATE OF NEW JERSEY

GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE (GCADA)
AND

THE COUNTY OF _____ GLOUCESTER
(GRANTEE)

ADDITIONAL GRANT PROVISIONS

Attachment A is hereby annexed to and provides for additional grant provisions and conditions between the State of New Jersey, Governor's Council on Alcoholism and Drug Abuse, GCADA, and the Grantee as detailed below.

I. Audit Requirements

1. Grantees and Sub-Grantees are responsible for obtaining audits in accordance with the New Jersey Single Audit Policy as established by the New Jersey State Department of Treasury in OMB Circular Letter 04-04, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.
2. Grantees and Sub-Grantees must assure the GCADA that auditors satisfactorily comply with the General Accounting Office's Government Auditing Standards (Yellow Book) for internal and external quality control review program requirements.
3. Copies of Grantee audit reports must be submitted to the GCADA and copies of Sub-Grantee audit reports must be submitted to the Grantee.
4. The Single Audit Policy does not replace any existing or additional requirements for program evaluation; nor does the single audit eliminate the responsibility the Grantee has to maintain proper oversight of Sub-Grantee activities.
5. As an integral part of the Single Audit Policy the GCADA reserves the right to access Grantees and/or Sub-Grantees records to ensure proper monitoring reviewing functions.
6. The Grantee will ensure that appropriate corrective action is taken as determined by the GCADA after audit findings of instances of noncompliance with State regulations and the terms of the grant award.
7. The following method has been designated in performing audits: CPA firm appointed by the Grantee in accordance with rules established by the Department of Community Affairs.

II. Budget Revision and Modification

Grantees must submit all fiscal grant changes on the required GCADA revision request forms prior to the modification taking place in order to be considered by GCADA. Program changes require a revision to the countywide training form along with a revision request form. GCADA may require additional information to justify the proposed changes.

For Sub-Grantees, all budget modifications (DEDR, Cash Match and In-Kind) must be submitted to the County Alliance Coordinator (Grantee) in writing using the Alliance Budget Form. Budget modifications are a permanent change to a Municipal Alliance's Strategic Plan and are expected to be submitted and approved in advance of the change in activity. The County Coordinator must notify the CASS and GCADA of all budget modifications.

The Alliance Budget Form (Form 8) contains a section at the bottom of the form for the proposed budget modification. The form must include the proposed changes to the budget (see the top part of the form where it breaks out the expenses into DEDR-Personnel, DEDR-Consultant, DEDR- Other Direct Cost, Cash Match and In-Kind) as well as provide details of the change under the section for Budget Modification. Signatures are only needed on the form if a budget modification is being proposed and are not required as part of the budget proposal in the initial submission of the strategic plan. The sections below detail which signatures are needed depending on the changes being made.

DEDR Funding:

Moving funds within an approved program--Modifications to an approved budget that reallocate DEDR funds within the same approved program/intervention, and that do not change the program intent, may be approved by the county without prior GCADA approval. Required signatures: Alliance Chairperson, Municipal CFO, and County Alliance Coordinator.

- *Example:* reallocation of \$500 from Life Skills consultant to Life Skills other budget category.

Moving less than \$2,000 from one approved program to another approved program(s)--Modifications of approved DEDR programs/interventions that reallocate less than \$2,000 from a program, and that do not change the program intent, may be approved by the county without prior GCADA approval. Funds from multiple programs can be reallocated within the same budget modification. Required signatures: Alliance Chairperson, Municipal CFO, and County Alliance Coordinator.

- *Example:* reallocation of \$1,500 from Strengthening Families and \$900 from Life Skills, both reallocated to Peer Leadership (for a total increase of \$2,400).

Removing \$2,000 or more from one program; creating new programs--Removing \$2,000 or more from an approved DEDR program/intervention or establishing a new program must first be approved by the CASS and then forwarded to GCADA for its approval prior to implementation. Required signatures: Alliance Chairperson, Municipal CFO, County Alliance Coordinator, and GCADA.

- *Examples:* reallocation of \$2,000 from an approved Life Skills program; any funds moved to start a new program.

Cash Match and In-Kind:

All Cash Match and In-Kind budget modifications must be submitted on the Alliance Budget Form to the County Alliance Coordinator for approval. GCADA approval is not necessary as long as the required Alliance Cash Match and In-Kind obligations are met during the funding year, as evidenced by the quarterly reporting forms.

Required signatures for cash match changes: Alliance Chairperson, Municipal CFO, and County Alliance Coordinator.

Required signatures for in-kind changes: Alliance Chairperson and County Alliance Coordinator

Forms for Budget Modifications include:

- Updated Alliance Budget Form – with justification and signatures
- Action Plans that reflect the budget changes
- Alliance Coordination Plan, if applicable

Program changes that do not affect the program budget:

Sub-Grantees must notify the County Alliance Coordinator of program changes by submitting a revised Alliance Action Plan (Form 7) and a copy of the consultant’s resume, if there is a change in consultant.

III. Program Income

Other Sub-Grantee program income, if any, as defined in Section XII of the grant agreement, shall be treated by the Grantee and Sub-Grantee in the following manner:

1. Added to funds committed to the Municipal Alliance Program and be used to further Alliance program objectives and priorities.
2. Used to meet matching requirements.

IV. Method of Payment

1. Funds will be issued under this Letter of Agreement and Grant on a cost reimbursement basis and will be by state payment voucher.
2. Payments are contingent upon the submission and acceptance of the required reports of grant expenditures and program activities on the forms distributed by the GCADA.
3. All expenditure reports must be signed by the Grantee’s chief financial office, or by a designated individual with the County for which authorization was received by the GCADA.

V. Financial and Performance Reporting

1. The Grantee shall submit interim expenditure and programmatic reports on a quarterly basis to the GCADA. Sub-Grantees shall submit interim expenditure and programmatic reports no

less frequently than quarterly to the Grantee. All Grantee reports to GCADA shall contain documentation to support expenditures in the area of County Coordination expenses including salary, fringe, travel, training, supplies and countywide training. Grantees and Sub-grantees must use the GCADA provided forms for all fiscal and programmatic reporting.

2. The Grantee ensures the quarterly expenditure and programmatic reports shall be an accurate accounting and reporting of the grant activity in that period. All quarterly expenditure and programmatic reports shall be entered into the GCADA database under the same terms imposed in Section V. 3 and 4. Reimbursements to the County will be withheld until this information is current and accurate.
3. Expenditure and programmatic reports for the first three reporting periods of the fiscal year grant term (i.e. July 1-September 30; October 1- December 31; and January 1- March 31) must be submitted to the GCADA no later than 30 days after the close of the reporting period.
4. The fourth quarterly expenditure and programmatic reports, for the period April 1- June 30, will serve as the final grant report. Final expenditure and programmatic reports are due to the GCADA no later than 60 days following the end of the grant term or the termination of the Letter of Agreement.
5. All expenditure reports must be signed by the Grantee's chief financial officer, or by a designated individual with the County for which authorization was received by the GCADA.
6. A complete set of financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the grant shall be maintained by the County Alliance Coordinator in one location.
7. Program outcomes must be reported to GCADA by the Grantee and the Sub-Grantee. GCADA reserves the right to request program outcome data at any stage throughout the program implementation process.

VI. Interest

Charges for Unresolved Audit Findings: An interest charge on unallowable costs that are not repaid by the Grantee shall begin to accrue 30 days from the date the Grantee is notified of the debt. The interest shall continue to accrue while any appeal of the audit findings is underway. In the event the Grantee is successful in its appeal, the accrued interest will be eliminated.

VII. Other Grant Provisions

1. The Grantee, and all subsequent Sub-Grantees, accept fiscal responsibility to ensure that all funds issued by this Letter of Agreement are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan.
2. The Grantee is required to ensure that all Sub-Grantees maintain expense and cash status records and provide that documentation to the Grantee in order to receive grant funds.

3. The Grantee accepts that grant funding is contingent upon the approval of the County Alliance Plan including remediation of any deficiencies within that plan, and submission of all required periodic expenditures and programmatic reports.
4. The Grantee acknowledges that continuation of this program will be contingent upon the availability of funds.
5. The Grantee shall ensure all Sub-Grantees submit copies of their audits; the audits are reviewed specifically for any findings regarding the municipal alliance program; the GCADA is notified of findings in the municipal audits; and the GCADA is sent a copy of the corrective measures being required by the Grantee.
6. The Grantee will ensure that funds disbursed through this Letter of Agreement and Grant are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.
7. The Grantee will, and will ensure that all Sub-Grantees adhere to the following statement: "No person shall, on the grounds of race, color, national origin, age, sex, religion, or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds."
8. The Grantee will, and will ensure that all Sub-Grantees conduct all meetings open to the public as indicated in N.J.A.C. 17:40-1 et seq.
9. The Grantee will, and will ensure that all Sub-Grantees adhere to all Federal and State guidelines for a Drug Free Workplace and the Federal Omnibus Act of 1972.
10. The Grantee will, and will ensure that all Sub-Grantees participate and cooperate with the GCADA for scheduled site visits and corrective action plans thereafter.
11. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or in part, the Grantee and Sub-Grantees should clearly state this fact.

G-2

RESOLUTION AUTHORIZING CONTRACT WITH CENTER FOR FAMILY SERVICES, INC., IN AN AMOUNT NOT EXCEED \$82,460.00 PER YEAR, FROM JANUARY 1, 2016 TO DECEMBER 31, 2018

WHEREAS, the County of Gloucester has recognized the need various programs and services for the residents of Gloucester County; and

WHEREAS, the County requested proposals, via RFP # 016-017, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, made the most advantageous proposal, in an amount not to exceed \$82,460.00 per year; and

WHEREAS, the contract has been awarded pursuant to Gloucester County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4, and

WHEREAS, the contract shall be for an estimated units of service, for a term of three years, beginning January 1, 2016 and ending December 31, 2018, with the option to extend for two (2) one (1) year terms, pursuant to the proposal submitted by the Vendor, therefore this contract is 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, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made and/or services rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

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 for various programs and services for the citizens and youth of Gloucester County, in accordance with and pursuant to proposals submitted, each for a period of three years, beginning January 1, 2016 and ending December 31, 2018, with the option to extend for two (2) one (1) year terms, with Center for Family Services, Inc., in an amount not to exceed \$82,460.00 per year; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, March 2, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT BETWEEN
CENTER FOR FAMILY SERVICES, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the **1st day of January 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Center for Family Services, Inc.**, of 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "Vendor", hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for an after-school treatment program for Gloucester County youth and families thru the Center for Family Services, Inc. Family Support Center, as more particularly set forth in **RFP-016-017**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period commencing January 1, 2016 and concluding December 31, 2018, with the option to extend for two (2) one (1) year terms, as more specifically in RFP-016-017.

2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated January 25, 2016 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 016-017. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$82,460.00 per year.

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

Vendor shall be paid in accordance with this Contract document upon receipt of an

invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth be in the County's RFP-016-017, and Vendor's responsive proposal, dated January 25, 2016, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-016-017.

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

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

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

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

in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-016-017 issued by the County of Gloucester and Vendor's responsive proposal dated January 25, 2016. Should there occur a conflict between this form of Contract and RFP-016-017, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-016-017, and the Vendor's proposal dated January 25, 2016, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 2nd day of March, 2016.

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:

CENTER FOR FAMILY SERVICES, INC.

**RICHARD STAGLIANO,
PRESIDENT/CEO**



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

To: The Board of Chosen Freeholders
From: Peter M. Mercanti, Purchasing Director
Date: February 18, 2016
Re: Request for Proposals, Competitive Contracting:
RFP 16-017 Family Supportive Services



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

The potential contract for the above mentioned service for the Gloucester County Division of Human and Disability Services, Outside Agency funding were procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-.1 et seq., Competitive Contracting Request for Proposals. The Gloucester County Board of Chosen Freeholders issued a resolution authorizing the use of competitive contracting in this instance. This process has been administered jointly by County Counsel and the County Purchasing Director, pursuant to N.J.S.A.40A:11-4.3(b).

The Gloucester County Division of Human and Disability Services, G.C. Human Services Human Services Advisory Council (HSAC) Allocations Committee consisted of Chairperson Robert Bamford from the Gloucester County Department of Health and Human Services, Rudolph Aikens from the G.C. Division of Human and Disability Services, Carolyn DeAngelis of the G.C. HSAC Monitoring Committee.

All Committee members were familiar with the allocations process and the services to be provided.

On January 2, 2016 the specifications for RFP 16-017 was advertised.

On January 28, 2016 requests for proposal were opened.

The County received two (2) proposals for RFP 16-017.

After the review, committee members scored the vendors as based on the specifications. These scores were then tabulated into the chart referenced below, indicating total points awarded.

The Committee recommends that the awards of contract be awarded to the following vendor for their services:

FAMILY SUPPORTIVE COUNSELING SUPPORT

SODAT of NJ 2016 Department Funding Recommendation \$0.00
The Center for Family Services 2016 Department Funding Recommendation
\$82,460.00

PROPOSAL CONTAINS ALL REQUIRED CHECKLIST INFORMATION:

All vendors submitted all required documentation as required. ANY VENDORS NOT SUBMITTING REQUIRED DOCUMENTS WOULD BE DISQUALIFIED FROM THE PROCESS.

SUMMARY OF SCORES

RFP #16-017 Family Supportive Counseling Services

a. SODAT of New Jersey

The Committee found the proposal was complete, with a strength in its services location at the Teen Center. However the target population to be served was too narrow in focus, and the committee had some concerns regarding the method transportation (using bus passes and taxi services). The agency scored an average of 258 points out of 300 possible.

Committee recommended not funding this agency.

b. The Center for Family Services

The Committee found the proposal complete, with its strength in its target population, transportation and counseling services. The agency scored an average of 295 points out of 300 possible.

Committee recommended funding this agency.

There were no other bids for the service.

The Allocations Committee recommends rebidding this funding for services via N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., Competitive Contracting Request for Proposals at a later date to be determined by the G.C. Division of Human and Disability Services.