

AGENDA

6:30 p.m. Wednesday, June 1, 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 May 25, 2016.

P-1 Proclamation recognizing June 4, 2016 as Tourette Syndrome Awareness Day (Jefferson) **(TO BE PRESENTED)**

P-2 Proclamation in Honor of West Deptford High School, 1st Place Winner, 20th Annual Gloucester County Consumer Bowl (Barnes) **(TO BE PRESENTED)**

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- Culvert Repair and Replacement - Ogden Station Road And Parkville Station Road In West Deptford - \$350,000.00 - These funds will be used for the replacement and repairs of culvert 3-H-5 on Ogden Station Road CR648 in West Deptford as well as culvert 3-H-4 on Parkville Station Road CR656 in West Deptford.

A-2 RESOLUTION AUTHORIZING THE RETURN OF PROPERTY TO THE TOWNSHIP OF FRANKLIN DESIGNATED AS LOT 14, BLOCK 6602.

On September 26, 2012, Franklin Township transferred Lot 14, Block 6602, consisting of approximately 2 acres, to the County for the purpose of the County's Department of Emergency Response erecting a communications tower to enhance dispatch service. Eventually a more favorable location was found for the tower in Monroe Township. The property in question borders the Piney Hollow Natural Area Park. The Franklin Township Environmental Commission requested the County return it to the Township in March of 2016 as they've determined that it will be useful for security and maintenance of the Park. On May 24, 2016 the Township Committee adopted a formal resolution requesting the County return the property. The County has determined that this property is not currently being used for any public purpose nor is it anticipated that it will be in the future.

A-3 RESOLUTION INCREASING THE CONTRACT WITH DELL MARKETING, LP BY \$75,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$225,000.00 THROUGH STATE CONTRACT #A89967.

This Resolution authorizes an amendment to increase the Contract amount by \$75,000.00 with Dell Marketing, LP to supply computer equipment including hardware, PC replacement, printers, chipsets, processors and operating systems needed by various departments within the County through State Contract #A89967, resulting in a new amount not to exceed \$225,000.00.

A-4 RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FROM JULY 16, 2016 TO JULY 15, 2017 FOR \$19,150.44.

This Resolution authorizes a contract with Comm Solutions, 140 Quaker Lane, Malvern, PA 19355, to provide operational support for our CommVault Software. The CommVault product allows us to store off line information for future retrieval. The primary use for this system is storing the information necessary to comply with our OPRA requests, which constitute the majority of our off line storage activity. This Contract is for a total amount of \$19,150.44 from July 16, 2016 to July 15, 2017 and is awarded pursuant to N.J.S.A. 40A:11-5(dd). CAF #16-04281 has been obtained to certify funds.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO RAY ANGELINI, INC., IN THE TOTAL AMOUNT OF \$32,833.00.

This Resolution confirms the award pursuant to the emergency provisions of the Local Public Contracts Law to Ray Angelini, Inc., in the total amount of \$32,833.00, for electrical service at the 9-1-1 Emergency Backup Center at the Clarksboro location. CAF #16-04235 has been obtained to certify funds.

B-2 RESOLUTION AUTHORIZING A PURCHASE FROM CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A80802, IN THE TOTAL AMOUNT OF \$25,321.00.

Resolution authorizing the purchase to install 2 PRI Cards and perform system programming for tie lines to Motorola ECW System for 9-1-1 system and to install 1 PRI Card to perform system programming for tie lines to Motorola ECW system at both Clayton and Clarksboro sites from Carousel Industries of North America, Inc, in the total amount of \$25,321.00. CAF #16-04239 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 FORD F-350 TRUCK FROM WINNER FORD THROUGH STATE CONTRACT #A88758 FOR \$27,258.00.

This Resolution authorizes the purchase of a 2016 Ford F-350 with 620A Package and Boss 8.5ft Super Duty Snow Plow truck for Emergency Response with the specifications set forth in the bill of sale through State Contact #A88758 for a total amount of \$27,258.00. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract. The truck will be utilized by the County's Department of Emergency Response. CAF# 16-04237 was obtained to certify funds.

C-2 RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 FORD CARGO VAN FROM DFFLM, LLC THROUGH STATE CONTRACT #A88211 FOR \$19,839.00.

This Resolution authorizes the purchase of a 2016 Ford Cargo Van, Class 1 for Superintendent of Elections with the specifications set forth in the bill of sale through State Contact #A88211 for a total amount of \$19,839.00. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract. The van will be utilized by the County's Superintendent of Elections. CAF# 16-04238 was obtained to certify funds.

C-3 RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) 2016 FORD F-250 PICKUP TRUCKS FROM BEYER FORD THROUGH STATE CONTRACT #A88727 FOR \$75,878.00.

This Resolution authorizes the purchase of three (3) 2016 Ford F-250 Pickup Trucks for use by Buildings and Grounds, Emergency Response and Land Preservation with the specifications set forth in the bill of sale through State Contact #A88727 for a total amount of \$75,878.00. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract. The trucks will be utilized by the County's Department Buildings and Grounds, Emergency Response and Land Preservation. CAF# 16-04236 was obtained to certify funds.

C-4 RESOLUTION AUTHORIZING A CONTRACT WITH EAGLE EQUIPMENT, INC. FOR \$20,322.36.

This Resolution authorizes the contract with Eagle Equipment, Inc. d/b/a Pierce Equipment Company located at 3388 Route 22 West, Branchburg, NJ 08876, for the repair of the County's 2009 Vac-Con V390LHA vehicle used for vacuuming leaves. The Contract being is awarded pursuant to N.J.S.A. 40A:11-5(1)(i) under extraordinary, unspecifiable services due to the Contractor's unique qualifications. The amount of the contract shall be \$20,322.36 as set forth in Estimate #1811519 and the term from June 1, 2016 until the repairs are completed. CAF# 16-04234 was obtained to certify funds.

C-5 RESOLUTION AUTHORIZING CONTRACTS WITH CRAIG TESTING LABORATORIES, INC., PENNONI ASSOCIATES, INC., AND FRENCH & PARRELLO ASSOCIATES, PA, FROM JUNE 11, 2016 TO JUNE 10, 2017 IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR EACH CONTRACT.

This Resolution will authorize Professional Services Contracts for the County Engineering Department with (1) Craig Testing Laboratories, Inc., 5439 Harding Highway, PO Box 427, Mays Landing, NJ 08330; (2) Pennoni Associates Inc., 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035; and (3) French & Parrello Associates, PA, 1800 Route 34, Suite 101, Wall NJ 07719, as per RFP-016-027 for "County Wide Material Testing and Inspection of Concrete, Asphalt & Soils," Engineering Project #16-09, for a period of one (1) year in an amount not to exceed \$30,000.00 per contract year, from June 11, 2016 to June 10, 2017 for each testing company. These services are required to test materials for compliance to New Jersey Department of Transportation (NJDOT) and supplemental specifications. Testing is required to receive federal and state funding for road and bridge construction and is a reimbursable expense.

C-6 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01-FINAL WITH ZONE STRIPING, INC.

This Resolution will authorize a Contract Change Order Increase #01 with Zone Striping, Inc., with an office address of 501 New Jersey Avenue, PO Box 568, Glassboro, NJ 08028, for \$59,760.00 for the project "Countywide State Aid Roadway Safety Project throughout Gloucester County," Engineering Project #16-03SA, based on final as built conditions necessitated by increases and decreases in items and supplemental items, resulting in a new contract amount of \$461,093.77. PO# 16-04275 has been obtained to certify funds.

C-7 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF GLASSBORO.

This Resolution authorizes a Shared Services Agreement with the Borough of Glassboro for a period of 10 years for the provision of traffic signal maintenance. Glassboro will pay the County for all materials and labor on a time and material cost basis during normal working hours. For emergencies and off hours, Glassboro will pay the County for all materials and labor on a time and material cost basis and our contracted services with Techna Pro.

C-8 RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED BOUNDARY ESTATES.

The Resolution consents to the proposal submitted on behalf of "Boundary Estates" as an amendment to the Tri-County Water Quality Management Plan. The amendment was prepared and submitted on behalf of Boundary Road Development, LLC. This amendment proposal would update the Gloucester County Utilities Authority Wastewater Management Plan, the Gloucester County Utilities Authority (GCUA) sewage treatment plant (STP) sewer service area (SSA), as well as the Tri-County Water Quality Management Plan (WQMP).

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 FINGERPRINT CARD PRINTER FROM MORPHOTRAK, INC., THROUGH STATE CONTRACT#A81520 FOR \$39,103.55.

This Resolution authorizes the purchase of Tenprint/Palmprint Capture with Integrated Mug Photo-Cabinet Ruggedized Fixed-Height Table 4 and Fingerprint Card Printer Table 5 from Morphotrak, Inc., through State Contract #A81520 for \$39,103.55. CAF #16-04240 has been obtained to certify funds.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, May 25, 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	

Changes to the Agenda

Approval of the regular meeting minutes from May 11, 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

49867 Proclamation recognizing May 2016 as Older Americans month (Jefferson)(Previously Presented)

49868 Proclamation recognizing The Week of May 6, 2016-May 12, 2016 as National Nurses Week (Jefferson) (Previously Presented)

49869 Proclamation recognizing May 2016 as Mental Health Awareness Month (Jefferson) (Previously Presented)

PUBLIC HEARING AND ADOPTION

49870 ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE REFUNDING BONDS (LANDFILL PROJECT, SERIES 2016), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$12,250,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

This Ordinance guarantees the payment of principal and interest on the GCIA's Solid Waste Revenue Refunding Bonds, issued to refund its outstanding 2008 Solid Waste Bonds, in an aggregate principal amount not to exceed \$12,250,000. **This Ordinance was introduced at the April 20, 2016 Freeholder Meeting.**

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

ADOPT

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

Comments: N/A

PUBLIC HEARING AND ADOPTION

49871 ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2016), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

This Ordinance guarantees the payment of principal and interest on the GCIA's Solid Waste Revenue Bonds, issued to finance a new Solid Waste Cell No. 13 at the Landfill, in an aggregate principal amount not to exceed \$7,000,000. **This Ordinance was introduced at the April 20, 2016 Freeholder Meeting.**

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

ADOPT

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

Comments: N/A

PUBLIC HEARING AND ADOPTION

49872 ORDINANCE AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF AN AMENDMENT TO AN EXISTING IMPROVEMENTS LEASE AND AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND CONTINUING DISCLOSURE AGREEMENT, EACH IN CONNECTION WITH THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY-GUARANTEED LEASE REVENUE REFUNDING BONDS (GOVERNMENTAL LEASING PROGRAM), SERIES 2016, IN ONE OR MORE SERIES, AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING.

This Ordinance authorizes an Amendment to an existing Lease and Agreement by and between the County and the GCIA and other related documentation, all in connection with the issuance by the Authority of its Lease Revenue Refunding Bonds, issued to refund its outstanding 2006 Lease Revenue Refunding Bonds. **This Ordinance was introduced at the April 20, 2016 Freeholder Meeting.**

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

ADOPT

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

Comments: _____

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**

49873 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MAY 2016.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		16-02261
Christy			X		
DiMarco			X		
Simmons		X	X		16-03073; 16-02769
Jefferson			X		
Damminger			X		

Comments: N/A

49874 RESOLUTION AUTHORIZING THE SALE OF COUNTY PROPERTY NOT NEEDED FOR ANY PUBLIC PURPOSE CONSISTING OF THE REMAINDER OF LOT 1, BLOCK 250, IN THE TOWNSHIP OF MANTUA.

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

Comments: N/A

49875 RESOLUTION AUTHORIZING THE AMENDMENT OF THE STATE CONTRACT NUMBER ON A PREVIOUSLY ADOPTED STATE CONTRACT WITH PITNEY BOWES.

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

Comments: N/A

49876 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER TOWNSHIP.

	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**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

49877 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #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

49878 RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED DRP GIBBSTOWN LOGISTICS CENTER.

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

Comments: N/A

49879 RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S SHARE OF THE FISCAL YEAR 2016 PLANNING PROGRAM IN THE TOTAL AMOUNT OF \$39,843.00.

	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**

49880 RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF JULY 6, 2016 REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 3, LOT 6 IN THE TOWNSHIP OF WOOLWICH, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

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

Comments: Public Hearing scheduled for Wednesday, July 6, 2016 at 6:30 p.m.

49881 RESOLUTION AUTHORIZING THE PURCHASE OF THE DEVELOPMENT RIGHTS EASEMENTS FOR FARM PROPERTY OWNED BY WAYNE BIAGI AND MARYBETH BIAGI, FOR \$109,185.00.

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

Comments: N/A

49882 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY CLAIRE D. BARTHOLOMEW FOR \$287,040.00.

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

Comments: N/A

49883 RESOLUTION AUTHORIZING CONTRACTS WITH WEST JERSEY TITLE AGENCY, FOUNDATION TITLE, LLC, AND TITLE AMERICA AGENCY TO PROVIDE TITLE WORK FROM MAY 26, 2016 TO MAY 25, 2017 IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR EACH CONTRACT.

	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**

49884 RESOLUTION AUTHORIZING A REVISED SHARED SERVICES AGREEMENT WITH BURLINGTON COUNTY FOR ADULT INMATES.

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

Comments: N/A

49885 RESOLUTION AUTHORIZING AN APPLICATION TO THE U.S. BUREAU OF JUSTICE ASSISTANCE FOR THE FY 2016 BULLETPROOF VEST PARTNERSHIP GRANT IN THE AMOUNT OF \$24,640.00.

	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**

49886 RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE COUNTY TO ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES AT THE SHADY LANE NURSING HOME FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$58,461.00

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

Comments: N/A

49887 RESOLUTION AUTHORIZING A CONTRACT WITH ALL ABOUT CARE, LLC FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$19,876.00.

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

Comments: N/A

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: Franklin Township Acting Administrator Harry Kennedy spoke regarding a road project in Franklin Township. Kennedy praised county Public Works personnel's "customer relations" skills and expressed his thanks for the cooperation he received recently. Kennedy then spoke regarding a NJDEP enforcement action against Franklin Township related to the placement of asphalt millings in an area adjacent to wetlands. The millings were used by Franklin Township to construct a parking lot. Kennedy stated that he believed the millings came from a contractor working on a county road project, but the county had nothing to do with the placement of the millings in the area where the parking lot was constructed by Franklin Township. NJDEP has ordered the township to remove the millings and restore the area. He acknowledged that the County would have no responsibility for any clean up. Kennedy wanted the BOCF to be aware that NJDEP may take enforcement action against the responsible parties.

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: 6:53

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING JUNE 4, 2016 TOURETTE SYNDROME AWARENESS DAY

WHEREAS, Tourette Syndrome is an inherited neurological disorder that is characterized by involuntary physical and vocal tics that occur many times a day; and

WHEREAS, Tourette Syndrome is often accompanied by other conditions such as attention deficit and obsessive compulsive disorder, learning disabilities, and depression; and

WHEREAS, the neurological disorder known as Tourette Syndrome affects 1 in 100 children. More than 20,000 school age children in the State of New Jersey alone are dealing with **Tourette Syndrome** and although some of these cases are aided by medication, there is no standard treatment or known cure for this disorder; and

WHEREAS, there is an important need for more professional help to identify, counsel, and treat people with Tourette Syndrome, with the lag time between initial onset of symptoms and proper diagnosis for those who do seek help still averaging more than seven years; and

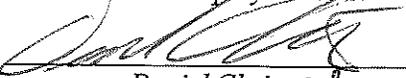
WHEREAS, positive actions to assist those children and families dealing with Tourette Syndrome would result from a broadening of public and professional knowledge and acceptance of Tourette Syndrome; and

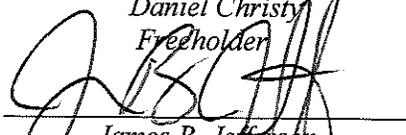
WHEREAS, The New Jersey Center for Tourette Syndrome and Associated Disorders, Inc. is the nation's first Center of Excellence for Tourette Syndrome and they are actively providing services to families, educating medical professionals, teachers, social workers and supporting research to better understand the signs and treatments of Tourette Syndrome.

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 proclaim June 4, 2016 as Tourette Syndrome Awareness Day in Gloucester County.

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 1st day of June, 2016.

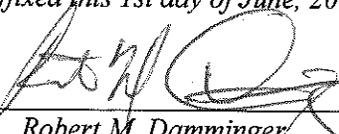

Giuseppe (Joe) Chila
Freeholder Deputy Director


Daniel Christy
Freeholder

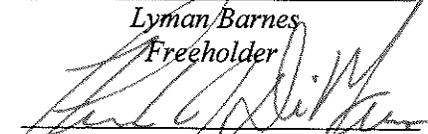

James B. Jefferson
Freeholder Liaison

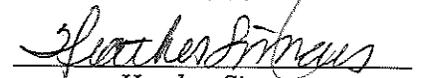
Attest:

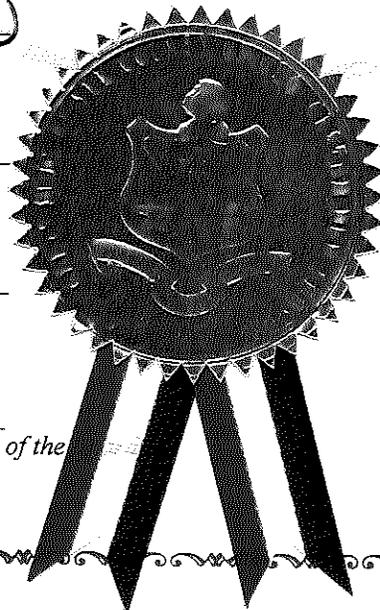
Chad M. Bruner, Administrator/Clerk of the


Robert M. Damming
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders Proclamation

*~In Honor of~
West Deptford High School
1st Place Winner
20th Annual Gloucester County Consumer Bowl*

WHEREAS, the Gloucester County Consumer Bowl is a program that challenges young people to understand the State's Consumer Fraud Act and Title 51 of Weights and Measures Statutes which are enforced by the County Office of Consumer Protection and the State Office of the Attorney General; and

WHEREAS, the Gloucester County Office of Consumer Protection and the New Jersey Department of Consumer Affairs held its 20th Annual Consumer Bowl on February 9, 2016 in which four county high schools competed. West Deptford High School members: Matthew West, David Munyan, Jason Minnite, Christian Lindabury, Tyler Barna and teacher/advisor, Lauren Dupont, were victorious over runner up Gateway Regional High School; and

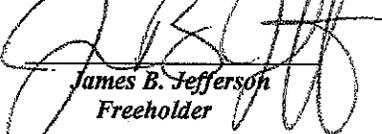
WHEREAS, the students from West Deptford High School advanced to the Southern New Jersey Regional Consumer Bowl Competition on April 21, 2016 and competed admirably.

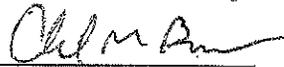
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and congratulate West Deptford High School students Matthew West, David Munyan, Jason Minnite, Christian Lindabury, Tyler Barna and their teacher/advisor, Lauren Dupont, for winning the 20th Annual Gloucester County Consumer Bowl Competition.

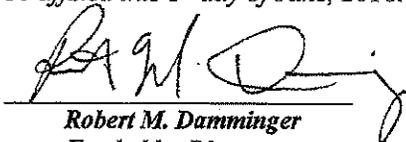
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 1st day of June, 2016.


Giuseppe (Joe) Chila
Freeholder Deputy Director


Daniel Christy
Freeholder

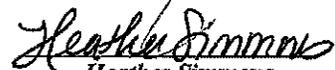

James B. Jefferson
Freeholder

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


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



A-1

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2016 as follows:

- (1) The sum of **\$350,000.00**, which item is now available as a revenue from the New Jersey Department of Transportation Culvert Repair and Replacement-Ogden Station Road and Parkville Station Road in West Deptford (State Aid), to be appropriated under the caption of the New Jersey Department of Transportation Culvert Repair and Replacement-Ogden Station Road and Parkville Station Road in West Deptford (State Aid) - *Other Expenses*.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-2

RESOLUTION AUTHORIZING THE RETURN OF PROPERTY TO THE TOWNSHIP OF FRANKLIN DESIGNATED AS LOT 14, BLOCK 6602

WHEREAS, on September 26, 2012 the Township of Franklin (hereinafter the "Township") transferred Lot 14, Block 6602, (hereinafter the "Property") consisting of approximately two acres, to County of Gloucester (hereinafter the "County") for the purpose of the County erecting a public communications tower to enhance first responder dispatch services; and

WHEREAS, a more favorable location was found for the tower in Monroe Township, Gloucester County; and

WHEREAS, this property borders the Franklin Township Piney Hollow Natural Area Park and in March of 2016 a request was made from the Franklin Township Environmental Commission requesting the County return it to the township as it would be useful in policing and maintaining the park area; and

WHEREAS, on May 24, 2016 the Franklin Township Committee voted to accept the return of the Property if their request is honored by the Gloucester County Board of Chosen Freeholders; and

WHEREAS, the Property is not currently being used by the County for the previously intended tower or any other public purpose nor is it anticipated that it will be in the future.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester will honor the request of the Township and that pursuant to N.J.S.A. 40A:13.3 the Director is hereby authorized to execute and the Clerk of the Board to attest to the Contract of Sale in the amount of one dollar, and any other necessary document, including but not limited to the Deed, on behalf of the County for the return of Lot 14, Block 6602 to the Township with the terms and conditions necessary to effectuate the purposes herein, provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this Resolution; and

BE IT FURTHER RESOLVED that County Counsel is authorized to perfect any necessary documents and shall see to it that the Deed is filed and recorded in the Office of the Gloucester County Clerk.

ADOPTED a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-2

**TOWNSHIP OF FRANKLIN
R-105-16**

**RESOLUTION ACCEPTING THE RETURN OF CERTAIN PROPERTY FROM
THE COUNTY OF GLOUCESTER TO THE TOWNSHIP OF FRANKLIN
LOCATED IN PINEY HOLLOW PRESERVE**

WHEREAS, the Township of Franklin conveyed certain property consisting of two (2) acres in the Piney Hollow Preserve, Block 6602 Lot 14 on the official tax map of the Township of Franklin for the purpose of the placement of a public communications tower; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has determined that the property is not needed for the location of a communications tower and desires to return the property to the Township of Franklin; and

WHEREAS, the Mayor and Township Committee of the Township of Franklin has determined that it will accept the return of the property and restore it as part of the Piney Hollow Preserve;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey, that the Township Committee hereby agrees to accept the return from the County of Gloucester the property known as Block 6602 Lot 14 consisting of two (2) acres located in the Piney Hollow Preserve area of Franklin Township and that a Deed conveying the same to the Township of Franklin shall be prepared and recorded in the Office of the Gloucester County Clerk.

ADOPTED at the regular meeting of the Township Committee of the Township of Franklin on May 24, 2016.

ATTEST:

TOWNSHIP OF FRANKLIN

Barbara Freijomil
BARBARA FREIJOMIL, CLERK

Sheryl Neely
SHERYL NEELY, MAYOR

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee of the Township of Franklin at a meeting held on Tuesday, May 24, 2016.

Barbara Freijomil
BARBARA FREIJOMIL, MUNICIPAL CLERK

A-3

RESOLUTION INCREASING THE CONTRACT WITH DELL MARKETING, LP BY \$75,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$225,000.00 THROUGH STATE CONTRACT #A89967

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on January 20, 2016 authorizing the execution of a contract with Dell Marketing, LP (hereafter "Dell") for the purchase of computer equipment including hardware, PC replacement, printers, chipsets, processors, and operating systems through State Contract #A89967; and

WHEREAS, the amount of the original contract with Dell was \$150,000.00. Additional computer equipment have become necessary in the amount \$75,000.00. This will result in a new amount not to exceed \$225,000.00 needed by various departments within the County; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to the increase of the contract with Dell by \$75,000.00 for a new contract amount not to exceed \$225,000.00 for computer equipment needed by various departments within the County through State Contract #A89967; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 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 COMM SOLUTIONS FROM
JULY 16, 2016 TO JULY 15, 2017 FOR \$19,150.44**

WHEREAS, the County of Gloucester requires continuation of the CommVault Software Premier Support Coverage, 24 Hours a Day, 7 Days a Week & ROMS (Remote Operations Management Service) as specified in quote CSCQ74257, including upgrades, disaster recovery and data archiving; and

WHEREAS, this service is for the support and maintenance of proprietary hardware and software which is integrally related to an existing system allowing off line information storage and future retrieval, and is an exception to the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5(dd); and

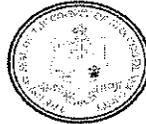
WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq., this Vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the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

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

WHEREAS, the Treasurer has certified the availability of funds in the amount of \$19,150.44 pursuant to CAF#16-04281, which amount shall be charged against budget line item #6-01-20-140-001-20370.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board to attest to the contract with Comm Solutions for the CommVault Software Premier Support Coverage and Remote Operations Management Service Research Institute, Inc. from July 16, 2016 to July 15, 2017 for total contract amount of \$19,150.44.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

AM

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

THIS CONTRACT is made effective this 1st day of June, 2016, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administration offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **COMM SOLUTIONS** with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355 hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester has a need for the continuation of the CommVault Software Premier Support Coverage, 24 Hours a Day, 7 Days a Week & ROMS (Remote Operations Management Service) implemented via Quote CSCQ74257 including Upgrades, Disaster Recovery and Data Archiving; and

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

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

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

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

TERMS OF AGREEMENT

1. **TERM.** Contractor shall provide the CommVault Software Premier Support Coverage and ROMS (Remote Operations Management Service) from July 16, 2016 to July 15, 2017.
2. **COMPENSATION.** The total contract amount is \$19,150.44. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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

3. **DUTIES OF CONTRACTOR.** Contractor shall provide all aspects of the CommVault Software Premier Support Coverage, 24 Hours a Day, 7 Days a Week, and ROMS (Remote Operations Management Service) including Upgrades, Disaster Recovery and Data Archiving. The details of the services to be performed are set forth on the attached Contractor's Quote #CSCQ74257.

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, sex, veteran status or military service. 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, sex, veteran status or military service. 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, sex, veteran status or military service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 1st day of June, 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

ATTEST:

COMM SOLUTIONS

(Please Print Name)

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



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

QUOTE

Date	Quote #
05/17/16	CSCQ74257

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

Phone: (856)853-3374 Ext 00
Fax:

Ship To: COUNTY OF GLOUCESTER
 Amy Gregg
 2 SOUTH BROAD ST
 WOODBURY, NJ 08096
 United States

Phone: (856)853-3420 Ext
Fax:

CommCell ID #: F832C

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

Ln #	Qty	Description	Unit Price	Ext. Price
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1		Term Date: 7/16/2016 - 7/15/2017		
2	1	S-PREM-23-RNWL CommVault Software Premium Support Coverage:(24 hours a day, 7 days a week) LICENSED PRODUCTS Quantity DESCRIPTION 1 Admin /Web Server Node 3 CAL- Content Director Consolidated Client 3 CIE- Offline Data Client connector per host 1 CommCell Disaster Recovery License 1 CommServe 2 DA-Active Directory 1 DA-Exch MB/DB/PF/WF 1 DA-Exchange Compliance Archiver add-on 3 DA-SQL 1 DA-Virtual Infrastructure Hos 37 DA-Windows FS client 1 Disk LMS 1 Drive Management Software 1 Index Node 4 Media Agent (Windows) 10 Std Disk 1TB Tier-A CommCell Capacity License 1 Tape LMS	\$15439.52	\$15439.52
3	1	CN-MNT-SDO-1T-1 Operational Intelligence Foundation Package	\$3710.92	\$3710.92

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

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

SubTotal	\$19,150.44
Sales Tax	\$0.00
Shipping	
Total	\$19,150.44

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

Name of Business Entity: Comm Solutions
Signed: [Signature] Title: sec/Treas
Print Name: John T. Blach Date: 5/18/16

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

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

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

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

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: Comm Solutions
Signed: [Signature] Title: Sec/Treas
Print Name: John T. Black Date: 5/18/16

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

19:44A-20.7. Definitions

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

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

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

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

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

19:44A-20.8. Duty to report contributions

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

19:44A-20.9. Repayment of contribution

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

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

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

County of Gloucester Purchasing Department

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

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 16-04281

Pg 1

SHIP TO

GLOUC. CO I.T DEPARTMENT
2 SOUTH BROAD STREET
WOODBURY, NJ 08096
ATTN: AMY GREGG

VENDOR

COMM SOLUTIONS
140 QUAKER LANE
MALVERN, PA 19355

VENDOR #: COMMS010

ORDER DATE: 05/20/16
REQUISITION NO: R6-04478
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

AY

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	QUOTE #CSCQ74257, PREM RENEWAL S-PREM-23-RNWL COMMAULT SOFTWARE PREMIUM SUPPORT COVERAGE: (24 HOURS A DAY, 7 DAYS A(WEEK) & ROMS (REMOTE OPERATIONS MGMT. SERVICE) 1 ADMIN/WEB SERVER NODE 3 CAL-CONTENT DIRECTOR CONSOL. CLIENT 3 CIE-OFFLINE DATA CLIENT CONN. PER HOST 1 COMMSERVE 2 DA-ACTIVE DIRECTORY 1 DA-EXCH MB/DB/PF/WF 1 DA EXVHANGE COMPLIANCE ARCHIVER ADD-ON 3 DA-SQL 1 DA-VIRTUAL INFRASTRUCTURE HOS 37 DA WINDOWS FS CLIENT 1 DISK LMS 1 DRIVE MANAGEMENT SOFTWARE 1 INDEX NODE 4 MEDIA AGENT (WINDOWS) 10 STD DISK 1TB TIER-A COMMCELL CAP. LIC. 1 TAPE LMS	6-01-20-140-001-20370 Equipment Svc Maintenance Agreements	15,439.5200	15,439.52
1.00	CN-MNT-SDO-1T-1 OPERATIONAL INTELLIGENCE FOUNDATION PACKAGE	6-01-20-140-001-20370 Equipment Svc Maintenance Agreements	3,710.9200	3,710.92

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>_____</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>_____</p> <p>PURCHASING DIRECTOR</p>

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

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

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 16-04281

Pg 2

**S
H
I
P
T
O**

GLOUC. CO I.T DEPARTMENT
2 SOUTH BROAD STREET
WOODBURY, NJ 08096
ATTN: AMY GREGG

**V
E
N
D
O
R**

VENDOR #: COMMS010

COMM SOLUTIONS
140 QUAKER LANE
MALVERN, PA 19355

ORDER DATE: 05/20/16
REQUISITION NO: R6-04478
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	COM CELL ID#F832C CONTRACT TERM JULY 16,2016-JULY 15-2017			
			TOTAL	19,150.44

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

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

PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

B-1

RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO RAY ANGELINI, INC., IN THE TOTAL AMOUNT OF \$32,833.00

WHEREAS, the award of a contract by the County under and pursuant to the emergency provision of the Local Public Contracts Law, and regulations promulgated thereunder for an electrical service renovation due to an electrical failure compromising emergency management services at the 9-1-1 Emergency Backup Center at the Clarksboro location was made by the County to Ray Angelini, Inc.; and

WHEREAS, the said contract was exempt from public bidding, as it was required for use by Emergency Responders in response to an electrical failure which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Joseph T. Butts, Director of Emergency Response; and

WHEREAS, the Director of Emergency Response, Joseph T. Butts, notified Peter Mercanti, County Purchasing Agent of the need for said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the equipment necessary for the emergency work to be performed, and contracted with Ray Angelini, Inc, with a mailing address of P.O. Box 432, Sewell, New Jersey 08080 for an electrical service renovation due to an electrical failure compromising the emergency management staff at the 9-1-1 Emergency Backup Center at the Clarksboro location as needed for a total amount of \$32,833.00, from June 1, 2016 to August 31, 2016; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the emergency provisions in the amount of \$32,833.00, pursuant to C.A.F. #16-04235, which amount shall be charged against budget line item C-04-15-023-250-23219.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to Ray Angelini, Inc, for emergency services, pursuant to, and in accordance with, the emergency provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Ray Angelini, Inc., in the total amount of \$32,833.00 per the prices submitted.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 1, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

B-1

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
RAY ANGELINI, INC.**

THIS CONTRACT is made effective this 1ST day of **June, 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 **RAY ANGELINI, INC.**, with a mailing address of P.O. Box 432, Sewell, New Jersey 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there existed a need for the County to contract for an electrical service renovation as required for the response to an electrical failure compromising the emergency management staff at the 9-1-1 Emergency Backup Center at the Clarksboro location; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of three (3) months from June 1, 2016 to August 31, 2016.
2. **COMPENSATION.** Contractor shall be compensated in accordance with the unit prices as set forth in its invoices as submitted for required emergency equipment and services, for a total amount of \$32,833.00.

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

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 prices quoted and identified as Attachment A.

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 Prices Quoted, and all applicable laws, statutes, regulations, rules and ordinances.

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT**. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or Subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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 Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Invoices, all of which are referred to and incorporated herein. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, and the Invoices, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of **June 1, 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

ATTEST:

RAY ANGELINI, INC.

BY:
TITLE:

ATTACHMENT A



THE SOLUTION FOR ALL OF YOUR ELECTRICAL NEEDS

COMMERCIAL ELECTRICAL CONTRACTORS & SOLAR PROVIDERS

Licensed in New Jersey, Pennsylvania, Delaware and Maryland

Mailing Address: P.O. Box 432 - Sewell, NJ 08080

Toll Free-1-800-969-8917

raiservices.com

Wednesday, May 4, 2016

J. Thomas Butts
Emergency Response Coordinator
County of Gloucester

RE: 911 Emergency Backup Center Service Renovation, Clarksboro location.
Service Group Electrical Quotation #16-06956

Dear Thomas,

Thank you for the opportunity extended to Ray Angelini Inc. to offer our Proposal based on the Drawings provided to Ray Angelini Inc. Joseph F. Mckernan Jr. Architects & Associates.

Scope of Work

1. RAI will re-use the existing 1600 amp Main Breaker and install an 800 amp rating plug with Phenolic Labels indicating over current protection is good for 800 amps
2. RAI will remove existing conductors from CT Cabinet and install new from CT Cabinet to Normal Power of ATS-B via the new Service Breaker Disconnect.
3. RAI will install conduit and wire from the Load Side Normal Power of ATS-B to the Line side of the Main Switch Board.
4. RAI will install conduit and wire from the Main Switch Board to the Existing 1200 amp Main Breaker of Panel EDA1A. RAI will install an 800 amp rating plug with Phenolic Labels indicating over current protection is good for 800amps.
5. RAI will install 1-800 amp fused Service Disconnect.

Conditions

- RAI will provide all labor, tools, test equipment and insurance.
- Quotation is effective for 30 days.
- Payment Terms Net 30 days.
- Taxes and Permitting not included. Please provide proper Tax Exempt Certificate.
- Pricing is derived from having the 911 Center De-energized during construction.
- Pricing is derived from the engineered drawings provided to RAI. Those drawings must be changed to reflect that RAI to install 2 rating plugs instead of new breakers and one new Fused Disconnect.
- Rates are based upon normal working hours Monday thru Friday 7:00am to 3:30pm.

RAY ANGELINI, INC. - Established 1974

Physical Address: 105 Blackwood Barnsboro Road - Deptford Township, NJ • (856) 228-5566 • Fax (856) 228-6441

NJ Electrical Contractor Lic #14C00602800 • NJ Electrical (SA Permit #41480062800) • DE Licensed Electrician #T1-0002013
Philadelphia Electrical Lic #3516-14755 • Maryland License #R337

Pricing

Lump Sum-----\$32,833.00

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASE

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENCY) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN the Emergency Response Center
2. THIS EMERGENCY OCCURRED ON _____ AT _____ AM OR PM
(DATE) (TIME)
3. THE NATURE OF THE EMERGENCY. An electrical failure at our 9-1-1 center in Clarksboro exposed a very dangerous situation for the residents of Gloucester County. It was learned that 100% of the electrical service is not connected to the generator. The Center is staffed 24/7 with Public Safety Telecommunicators (PSTs) and our Fire Marshal's staff. The Center also serves as our back-up Emergency Operations Center. When electric is interrupted, communications with our first responders is lost and 9-1-1 calls are delayed. The ability of our Emergency Management staff to respond to disasters is compromised. It is essential that the repairs be made to this critical facility as soon as possible
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITIONAL AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE:

The North Site is an integral part of our everyday operations in that it serves as primary dispatch and also serves as the alternate Emergency Operations Center. This building has to be 100% connected to generator power.

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE IMMEDIATE DELIVERY OF THE MATERIALS, SUPPLIES OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # R6-04348 THE ESITMATED COSTS OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 32,833.00.
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DATED 5/10/16

J. Thomas Butts
SIGNATURE OF DEPARTMENT HEAD

J. THOMAS BUTTS - EMERGENCY RESPONSE CENTER
NAME AND DEPARTMENT

PURCHASING AGENT

APPROVED (COUNTY ADMINISTRATOR)

FOR PURCHASING DEPARTMENT USE ONLY:

1. IF APPROVAL IS GRANTED, RECORD THE PURCHASE ORDER(S) ISSUED PURSUANT TO THE EMERGENCY _____
2. THE MAXIMUM AMOUNT THAT MAY BE EXPENDED UNDER THIS EMERGENCY IS \$ _____

B-2

RESOLUTION AUTHORIZING A PURCHASE FROM CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A80802, IN THE TOTAL AMOUNT OF \$25,321.00

WHEREAS, the County of Gloucester has a need to purchase and install 2 PRI Cards and perform system programming for tie lines to Motorola ECW System for 9-1-1 system and to install 1 PRI Card and perform system programming for tie lines to Motorola ECW System at both Clayton and Clarksboro sites; and

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

WHEREAS, it has been determined that the County can purchase the said contract from Carousel Industries of North America, Inc., 1160 Stilford Avenue, Plainfield, New Jersey 07060, in the total amount of \$25,321.00 through State Contract #A80802; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$25,321.00, pursuant to C.A.F. # 16-04239, which amount, shall be charged against budget line item C-04-15-023-250-23219.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase and install 2 PRI Cards and perform system programming for tie lines to Motorola ECW System for 9-1-1 system and to install 1 PRI Card and perform system programming for tie lines to Motorola ECW System at both Clayton and Clarksboro sites from Carousel Industries of North America, Inc., through State Contract #A80802, in the total amount of \$25,321.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

County of Gloucester Purchasing Department

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

B-2

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 16-04239

ORDER DATE: 05/19/16
REQUISITION NO: R6-04385
DELIVERY DATE:
STATE CONTRACT: A80802
ACCOUNT NUM:

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GLOUC. CO COMMUNICATION CENTER
1200 N. DELSEA DR., BUILDING B
CLAYTON, NJ 08312
856-307-7100

VENDOR #: CAROU010

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CAROUSEL IND OF NORTH AMER INC
1160 STILFORD AVNEUE
PLAINFIELD, NJ 07060

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	quote# 237337-001 Provide and install (2) PRI Cards and perform system programming for tie lines to Motorola ECW 9-1-1 system.	C-04-15-023-250-23219 Phone Switch Upgrade	14,830.0000	14,830.00
1.00	quote # 237338-001 Provide and install 1 PRI card and perform system programming for tie lines to Motorola ECW system at both Clayton and Clarksboro sites State contract # 80802	C-04-15-023-250-23219 Phone Switch Upgrade	10,491.0000	10,491.00
			TOTAL	25,321.00

CLAIMANT'S CERTIFICATION & DECLARATION

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

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

RECEIVER'S CERTIFICATION

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

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

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

Michael A. Burke

TREASURER / CFO

[Signature]

PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



Quote

Document #:	237337-001
Expires On:	06/30/2016

Account Executive: Donald Pietruszki
 Email: DPietruszki@carouselindustries.com
 Phone: 4016674904

Gloucester County NJ - 911
 Requested By: Tom Butts

Bill To Information

Gloucester County NJ - 911
 1200 N Delsea Dr
 Clayton, NJ 08312

Ship To Information

Gloucester County NJ - 911
 1200 N Delsea Dr
 Clayton, NJ 08312

System addition: Install 2 PRI cards and perform system programming for tie lines to Motorola ECW system.
 NJ State Contract T-1316 Award #80802

1200 N. Delsea Dr, Clayton

Part Number	Description	Qty	List	Discount	Unit Price	Ext. Price
185446	AVAYA COMMUNICATIONS SOLUTION	1	\$0.00	0.00%	\$0.00	\$0.00
700466014	DS1 INTF TN464HP - NON GSA	2	\$5,350.00	50.02%	\$2,674.00	\$5,348.00

Labor

1200 N. Delsea Dr, Clayton

Part Number	Description	Qty	Unit Price	Ext. Price
00515	Labor - Technician	6	\$175.00	\$1,050.00
00515	Labor - Technician OT	8	\$262.50	\$2,100.00
00515	Labor - Project Mgmt	10	\$182.00	\$1,820.00
00515	Labor - Software Specialist	24	\$188.00	\$4,512.00



Quote

Document #:	237337-001
Expires On:	06/30/2016

Quote Totals

Equipment Total	\$5,348.00
Labor Total	\$9,482.00
Grand Total	\$14,830.00

Terms and Conditions

All new products are guaranteed to be as specified by the manufacturer's documentation and are provided with the manufacturer's standard product warranty. All refurbished components are covered by a Carousel direct warranty. Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products unless otherwise specified on the Quote. Any changes to the above Products and/or Scope of Work will require the written authorization of both Carousel and the Customer. The grand total does not include taxes and freight charges, and as applicable, these costs will be added to the invoice.

All work is done subject to the terms and conditions of Carousel's Master Agreement (available at <http://www.carouselindustries.com/company/master-agreement>), unless Carousel and the Customer have previously agreed to otherwise in writing.

Avaya EULA Acceptance Requirement: If Avaya Software is purchased then the End User agrees to comply with and be bound by the Avaya End User License Agreement ("EULA") located at <http://support.avaya.com/LicenseInfo>.

Method of Payment

Cash Purchase* Terms of Payment:

*All cash purchases are subject to credit approval and down payments must be received prior to Product order or rendering of Services.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Carousel Signature:

Name: _____ Title: _____ Date: _____

Customer Signature:

Name: _____ Title: _____ Date: _____



Quote

Document #:	237338-001
Expires On:	06/30/2016

Account Executive: Donald Pietruszki
 Email: DPietruszki@carouselindustries.com
 Phone: 4016674904

Gloucester County NJ - 911
 Requested By: Tom Butts

Bill To Information

Gloucester County NJ - 911
 212 County House Rd

 Clarksboro, NJ 08020-1395

Ship To Information

Gloucester County NJ - 911
 212 County House Rd

 Clarksboro, NJ 08020-1395

Clarksboro System Addition: Install 1 PRI card and perform system programming for tie lines to Motorola ECW system.
 NJ State Contract T-1316 Award #80802

1200 N. Delsea Dr, Clayton

Part Number	Description	Qty	List	Discount	Unit Price	Ext. Price
185446	AVAYA COMMUNICATIONS SOLUTION	1	\$0.00	0.00%	\$0.00	\$0.00
185840	CM MODEL ADDITIONS	1	\$0.00	0.00%	\$0.00	\$0.00

212 County House Rd, Clarksboro

Part Number	Description	Qty	List	Discount	Unit Price	Ext. Price
700466634	MM710B E1/T1 MEDIA MODULE - NON GSA	1	\$3,000.00	44.00%	\$1,680.00	\$1,680.00
700395445	120A CSU CABLE 50FT RHS	1	\$97.00	56.70%	\$42.00	\$42.00

Labor

212 County House Rd, Clarksboro

Part Number	Description	Qty	Unit Price	Ext. Price
00515	Labor - Technician	6	\$175.00	\$1,050.00
00515	Labor - Technician OT	6	\$262.50	\$1,575.00
00515	Labor - Project Mgmt	10	\$182.00	\$1,820.00
00515	Labor - Software Specialist	23	\$188.00	\$4,324.00



Quote

Document #:	237338-001
Expires On:	06/30/2016

Quote Totals

Equipment Total	\$1,722.00
Labor Total	\$8,769.00
Grand Total	\$10,491.00

Terms and Conditions

All new products are guaranteed to be as specified by the manufacturer's documentation and are provided with the manufacturer's standard product warranty. All refurbished components are covered by a Carousel direct warranty. Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products unless otherwise specified on the Quote. Any changes to the above Products and/or Scope of Work will require the written authorization of both Carousel and the Customer. The grand total does not include taxes and freight charges, and as applicable, these costs will be added to the invoice.

All work is done subject to the terms and conditions of Carousel's Master Agreement (available at <http://www.carouselindustries.com/company/master-agreement>), unless Carousel and the Customer have previously agreed to otherwise in writing.

Avaya EULA Acceptance Requirement: If Avaya Software is purchased then the End User agrees to comply with and be bound by the Avaya End User License Agreement ("EULA") located at <http://support.avaya.com/LicenseInfo>.

Method of Payment

Cash Purchase*

Terms of Payment:

*All cash purchases are subject to credit approval and down payments must be received prior to Product order or rendering of Services.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

This contractor and subcontractor shall abide by the requirements of 41 CFR §5 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Carousel Signature:

Name: _____ Title: _____ Date: _____

Customer Signature:

Name: _____ Title: _____ Date: _____

C-1

RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 FORD F-350 TRUCK FROM WINNER FORD THROUGH STATE CONTRACT #A88758 FOR \$27,258.00

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

WHEREAS, the County of Gloucester (hereinafter the "County"), Department of Public Works, Division of Fleet Management, has a need for a new truck and will purchase a 2016 Ford F-350 with 620A Package and Boss 8.5ft Super Duty Snow Plow Truck for Emergency Response with the specifications as set forth on the bill of sale (hereinafter the "truck"); and

WHEREAS, the County opts to purchase the specified truck from Winner Ford located at 250 Berlin Road, Cherry Hill, NJ 08034-3409, for the total amount of \$27,258.00 through State authorized contract #A88758; and

WHEREAS, the Treasurer of the County has certified the availability of funds in the total amount of \$27,258.00 for the purchase of the truck pursuant to CAF# 16-04237 and it shall be charged against budget line item #6-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase a 2016 Ford F-350 with 620A Package and Boss 8.5ft Super Duty Snow Plow Truck for Emergency Response with features and specifications as set forth on the bill of sale for the total amount of \$27,258.00 through State authorized contract #A88758; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 16-04237

ORDER DATE: 05/19/16
REQUISITION NO: R6-04261
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

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GLOUC.CO.FLEET MANAGEMENT
1200 N.DELSEA DRIVE
CLAYTON, NJ 08312
PHONE 856-468-2802

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WINNER FORD
250 BERLIN RD
CHERRY HILL, NJ 08034-3409
VENDOR #: WINNE010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	State Contract A88758 Emergency Response 2016 Ford F-350 XL DRW 4WD reg cab F3D with 620A package \$23,669. and Boss 8.5ft super duty snow plow \$3,589.	6-01-26-315-001-20672 Pick-Up Trucks	27,258.0000	27,258.00
			TOTAL	27,258.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Michael W. Burke</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>
X VENDOR SIGN HERE	DATE	DEPARTMENT HEAD	
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	DATE	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-2

RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 FORD CARGO VAN FROM DFFLM, LLC THROUGH STATE CONTRACT #A88211 FOR \$19,839.00

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

WHEREAS, the County of Gloucester (hereinafter the "County"), Department of Public Works, Division of Fleet Management, has a need for a new cargo van and will purchase a 2016 Ford Cargo Van, Class 1 for Superintendent of Elections with the specifications as set forth on the bill of sale (hereinafter the "van"); and

WHEREAS, the County opts to purchase the specified truck from DFFLM, LLC located at 215 Routes 202 & 31, Flemington, NJ 08822, for the total amount of \$19,839.00 through State authorized contract #A88211; and

WHEREAS, the Treasurer of the County has certified the availability of funds in the total amount of \$19,839.00 for the purchase of the van pursuant to CAF# 16-04238 and it shall be charged against budget line item #6-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase a 2016 Ford Cargo Van, Class 1 for Superintendent of Elections with features and specifications as set forth on the bill of sale for the total amount of \$19,839.00 through State authorized contract #A88211; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 16-04238

ORDER DATE: 05/19/16
REQUISITION NO: R6-04260
DELIVERY DATE:
STATE CONTRACT: 88211
ACCOUNT NUM:

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GLOUC.CO.FLEET MANAGEMENT
1200 N.DELSEA DRIVE
CLAYTON, NJ 08312
PHONE 856-468-2802

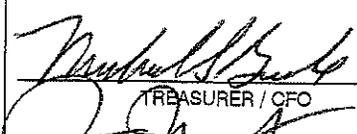
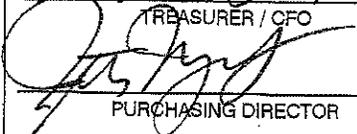
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DFFLM, LLC
FLEMINGTON FORD, LINCOLN MERCUR
215 ROUTES 202 & 31
FLEMINGTON, NJ 08822

VENDOR #: DFFLM010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	State Contract #88211 Supt of Elections van class 1 2016 Ford transit 150 low roof body code E1Z with 101A package	6-01-26-315-001-20672 Pick-up Trucks	19,839.0000	19,839.00
			TOTAL	19,839.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p>  _____ TREASURER / CFO
X	VENDOR SIGN HERE	DATE	
	TAX ID NO. OR SOCIAL SECURITY NO.	DATE	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		DEPARTMENT HEAD	DATE
			 _____ PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-3

RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) 2016 FORD F-250 PICKUP TRUCKS FROM BEYER FORD THROUGH STATE CONTRACT #A88727 FOR \$75,878.00

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

WHEREAS, the County of Gloucester (hereinafter the "County"), Department of Public Works, Division of Fleet Management, has a need for three (3) new trucks and will purchase three (3) 2016 Ford F-250 Pickup Trucks for use by Buildings and Grounds, Emergency Response and Land Preservation with the specifications as set forth on the bill of sale (hereinafter the "trucks"); and

WHEREAS, the County opts to purchase the specified trucks from Beyer Ford located at 170 Ridgedale Avenue, Morristown, NJ 07962, for the total amount of \$75,878.00 through State authorized contract #A88727; and

WHEREAS, the Treasurer of the County has certified the availability of funds in the total amount of \$75,878.00 for the purchase of the trucks pursuant to CAF# 16-04236 and it shall be charged against budget line item #6-01-26-315-001-20672 (\$22,750.00 and \$24,842.00), #T-03-08-509-372-20548 (\$24,812.00) and C#04-16-018-310-18204 (\$3,474.00).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase three (3) 2016 Ford F-250 Pickup Trucks for use by Buildings and Grounds, Emergency Response and Land Preservation with features and specifications as set forth on the bill of sale for the total amount of \$75,878.00 through State authorized contract #A88727; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 16-04236

ORDER DATE: 05/19/16
REQUISITION NO: R6-04246
DELIVERY DATE:
STATE CONTRACT: A88727
ACCOUNT NUM:

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GLOUC.CO.FLEET MANAGEMENT
1200 N.DELSEA DRIVE
CLAYTON, NJ 08312
PHONE 856-468-2802

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VENDOR #: BEYER010

BEYER FORD
170 RIDGEDALE AVENUE
MORRISTOWN, NJ 07962

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	State Contract A88727 Pickup Truck - 2016 Ford F-250 XL SRW 4WD regular cab F2B with 600A package (\$22,750.00) and 8 ft snow plow with vehicle, Meyer or Boss model LP8.0 or SD8.0 (\$3,474.00) for Buildings & Grounds	6-01-26-315-001-20672 Pick-Up Trucks	22,750.0000	22,750.00
1.00	State Contract A88727 Emergency Response (1) F-250 Pickup truck class 2 extended cab 4 door 8ft body 4WD as specified in RFP section 6 2016 Ford	6-01-26-315-001-20672 Pick-Up Trucks	24,842.0000	24,842.00
1.00	State Contract A88727 Land Preservation (1) F-250 2016 Ford 4 door 8ft body 4WD X2B 600A package	T-03-08-509-372-20548 Farmland Preservation	24,812.0000	24,812.00
1.00	State Contract A88727 8ft snow plow for 2016 ford Pickup truck for Buildings and Grounds	C-04-16-018-310-18204 General Building Renovation	3,474.0000	3,474.00
			TOTAL	75,878.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CFO _____</p> <p>PURCHASING DIRECTOR _____</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-4

**RESOLUTION AUTHORIZING A CONTRACT WITH EAGLE EQUIPMENT, INC.
FOR \$20,322.36**

WHEREAS, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management has a 2009 Vac-Con V390LHA vehicle which has affixed a three stage hydrostatic vacuum compressor used for leaf collection and is in need of repair (hereinafter "Vac-Con"); and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(i) the Contractor, Eagle Equipment, Inc. d/b/a/ Pierce Equipment Company (hereinafter "Eagle Equipment") located at 3388 Route 22 West, Branchburg, NJ 08876, is being selected for its qualification under extraordinary unspecifiable services to perform the repairs; and

WHEREAS, the contract term with Eagle Equipment shall commence on June 1, 2016 until the repairs are completed; and

WHEREAS, the County Treasurer has certified the availability of funds in the total amount of \$20,322.36 for the repair of the Vac-Con pursuant to CAF# 16-04234 and it shall be charged against budget line item #6-01-26-290-001-20380.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is awarded to Eagle Equipment for the repair of a 2009 Vac-Con V390LHA in the amount of \$20,322.36 with the term from June 1, 2016 until the repairs are completed as set forth in greater detail in Estimate #1811519 included herewith; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 1, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-4

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
EAGLE EQUIPMENT, INC.**

THIS CONTRACT is made effective the 1st day of **June, 2016** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and **EAGLE EQUIPMENT, INC.** with offices at 3388 Route 22 West, Branchburg, New Jersey 08876, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need to contract for the repair of a 2009 Vac-Con V390LHA under extraordinary unspecifiable services pursuant to N.J.S.A. 40A:11-5(1)(i); and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from June 1, 2016 until repair is complete.
2. **COMPENSATION.** The Contract shall be for \$20,322.36, as set forth in the Estimate #1811519.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Estimate, which are both incorporated into, and made part of this Contract, by reference.
4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

C. If, through any cause, the Contractor or Contractor, 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 Contractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

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

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

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

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

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

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

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

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

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

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

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this

Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

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

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

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

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

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

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

THIS CONTRACT is made effective the 1st day of **June, 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

ATTEST:

EAGLE EQUIPMENT, INC.

(Please print name and title)

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

16-04234

NO.

ORDER DATE: 05/19/16
REQUISITION NO: R6-04099
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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GLOUC.CO.FLEET MANAGEMENT
1200 N.DELSEA DRIVE
CLAYTON, NJ 08312
PHONE 856-468-2802

**V
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VENDOR #: EAGLEEQU

EAGLE EQUIPMENT INC. DBA
PEIRCE EQUIPMENT COMPANY
3388 ROUTE 22 WEST
BRANCHBURG, NJ 08876

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	09 VacCon V390LHA replace vacuum compressor estimate	6-01-26-290-001-20380 Other Machines and Equipment Repairs	763.0000	763.00
3.00	hose, kanaflex 8" ID	6-01-26-290-001-20380 Other Machines and Equipment Repairs	45.6600	136.98
2.00	680-0016 8" spiral hose clamp	6-01-26-290-001-20380 Other Machines and Equipment Repairs	28.5000	57.00
1.00	three stage hydrostatic	6-01-26-290-001-20380 Other Machines and Equipment Repairs	19,352.4300	19,352.43
1.00	shop supplies PASSED BY RESOLUTION 6/1/16 NJSA 40A:11-5(1)(i) EXTRAORDINARY UNSPECIFIABLE SERVICES	6-01-26-290-001-20380 Other Machines and Equipment Repairs	12.9500	12.95
			TOTAL	20,322.36

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Mary H. Henderson</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



Eagle Equip, Inc. dba Peirce
3388 Route 22 West
Branchburg NJ USA 08876
Phone #: (908) 203-0999
Fax #: (908) 203-5211

Estimate Number: 1811519
Tag Number:
Date and Time In: 3/22/2016 - 2:26 PM
Date and Time Out: 3/22/2016 - 2:26 PM
Promised Date - Time: 3/22/2016 - 2:26 PM
Cashed Out Date:
Date Appointment Initiated: 3/22/2016
Service Advisor: (3486) CHRISTOPHER REMALY

1811519

GLOUCESTER COUNTY PURCHASING GLOUCESTER
 P.O. BOX 337
 WOODBURY NJ 08096

Veh Info: 09 VAC-CON V390LHA HOLLY GREEN P3400
Serial Numbers: 07095388 AJ236478

In-Srv: 7/31/2009 Miles/Hrs In: Out: Plate #:
Color Ex: HOLLY GREEN P3400 Int:

V175CG

Repair	Hrs	VIN	Requested Repair Description	Mach #	Type	Labor	Discount	Total
1	7.00	07095388 AJ236478	ESTIMATE TO REPLACE VACUUM COMPRESSOR.		Government	\$763.00	\$0.00	\$763.00

Repair	Part #	Description	Qty	Retail Price	Savings	Selling Price	Extended Discount	Extended Price
1	711-14516	THREE STAGE HYDROSTATIC	1.00	\$19,352.43	\$0.00	\$19,352.43	\$0.00	\$19,352.43
1	680-0001	HOSE, KANAFLEX, 8" ID	3.00	\$45.66	\$0.00	\$45.66	\$0.00	\$136.98
1	RW-SDB800	680-0016 8" SPIRAL HOSE CLAMP	2.00	\$28.50	\$0.00	\$28.50	\$0.00	\$57.00

Pay Type	CC #	Amount
Signature: _____		
I AGREE TO PAY THE ABOVE TOTAL AMOUNT		
Cashed Out By:		
Cash Out Date:		
Cash Drawer:		

Parts Total:	\$19,546.41	Ext Price:	\$20,322.36
Core Total:	\$0.00	Sales Tax:	\$0.00
Freight Total:	\$0.00	Total:	\$20,322.36
Sublet Total:	\$0.00	- Deductible:	\$0.00
Labor Total:	\$763.00	- Deposits:	\$0.00
- Labor Discount:	\$0.00	Amount Due:	\$20,322.36
Other Charges:	\$0.00	Amt Tendered:	\$0.00
Shop Supplies:	\$12.95	Chg Returned:	\$0.00
Sub Total:	\$20,322.36		
- Parts Discount:	\$0.00		

0-5

RESOLUTION AUTHORIZING CONTRACTS WITH CRAIG TESTING LABORATORIES, INC., PENNONI ASSOCIATES, INC., AND FRENCH & PARRELLO ASSOCIATES, PA, FROM JUNE 11, 2016 TO JUNE 10, 2017 IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR EACH CONTRACT

WHEREAS, the County of Gloucester (hereinafter the "County") through its Engineering Department has a need to obtain a contractor for material testing and inspection of concrete, asphalt and soils services. The County requested proposals from interested providers of such services, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, this need for said professional services is related to the county wide material testing and inspection of concrete, asphalt & soils, Engineering Project #16-09 (hereinafter the "Project") and pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey each contract(s) may be awarded without public advertising for bids in that the subject matter of the contract is the provision of professional services; and; and

WHEREAS, the County requested proposals from interested providers of such services, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based upon the established criteria, concluded that French & Parrello Associates, PA, with offices at 1800 Route 34, Suite 101, Wall, NJ 07719, Craig Testing Laboratories, Inc., with offices at 5439 Harding Highway, PO Box 427, Mays Landing, NJ 08330, and Pennoni Associates, Inc. with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, each made advantageous proposals and the County's Purchasing Agent has recommended that each be awarded a contract to supply services for the County, as needed; and

WHEREAS, each contract shall be awarded from June 11, 2016 to June 10, 2017, for estimated services not to exceed \$30,000.00 for each contractor, which does not obligate the County to make any purchase so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, continuation of each contract beyond December 31, 2016 shall be conditioned upon the approval of the 2017 County Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the contracts for material testing and inspection of concrete, asphalt and soils services, as per RFP-016-027, are hereby awarded to Pennoni Associates, Inc. French & Parrello Associates, PA, Consulting Engineers, and Craig Testing Laboratories, Inc., from June 11, 2016 to June 10, 2017, for an amount not to exceed \$30,000.00 for each contractor for each contract term, in accordance with and pursuant to the proposals submitted by each, and the unit prices set forth within each proposal; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within awards, a certification must be obtained from the Treasurer 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; 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, June 1, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

CS

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
PENNONI ASSOCIATES, INC.**

THIS CONTRACT is made effective this 1st day of June 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 **PENNONI ASSOCIATES, INC.** 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for County Wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as set forth in RFP-016-027, for use by the County's Public Works Department, Engineering Division; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from June 11, 2016 to June 10, 2017.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$30,000.00 for the Contract term. This Contract is for estimated units of service, as set forth in the RFP-016-027 (hereinafter the "RFP"), and the Contractor's Proposal dated May 3, 2016 (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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-016-027 (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 C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in 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 Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in 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 part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with 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. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. That the County must comply with 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. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.

12. That the County is required to act in 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. That the County hereby agrees to 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.

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

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

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

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

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

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

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or 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) 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 a brief statement of the nature of the dispute, and 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 1st day of June, 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

PENNONI ASSOCIATES, INC.

By: _____

(Please Print Name)

May 3, 2016

PRO #1610445

Peter Mercanti, Director
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

RE: Request for Proposals:
Countywide Material Testing and Inspection
RFP # 16-027

Dear Mr. Mercanti:

The County of Gloucester (County) has a population of approximately 289,000, covering almost 329 square miles. Pennoni is prepared to partner with the County for professional services for the **Countywide Materials Testing and Inspection Services On-Call Contract**, which will include field and/or laboratory testing and inspection services for various road resurfacing and bridge reconstruction projects for the duration of one year after contract award.

Established in 1966, Pennoni is a multidiscipline consulting engineering firm that provides inspection, testing, engineering, and consulting services personalized to meet the needs of our diverse clients. Services are provided to local, state, and federal government, as well as private, commercial, industrial, and construction clients. Our project team is specifically derived to address the needs of the County for this on-call contract and possesses a combination of experience, credentials, and depth, supported by a multidiscipline engineering, inspection, and testing firm. Our services will be based out of our Haddon Heights office and laboratory, with support from our other laboratories/offices located throughout the Delaware Valley region. The close proximity of our Haddon Heights office and laboratory to the County Engineers office will help facilitate our timely availability for meetings, conferences, training, and emergency response.

Thank you for the opportunity to submit our qualifications for these services. We appreciate your consideration of our firm in servicing the County and look forward to the opportunity to continue working with you on this on-call contract.

Sincerely,

PENNONI ASSOCIATES INC.



Michael A. Padula, PE
Inspection & Testing Division Manager



Edward P. Guetens
Vice President

BASIS OF AWARD

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

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

RFP-016-027 Countywide Material Testing – Pennoni Associates

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.	Technical Proposal contains all required information All required documentation submitted. <u> 5 </u> points	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Team meets minimum requirements. They have worked previously with the County & work has been very good. <u> 25 </u> points.	25
C.	<u>Relevance and Extent of Similar Engagements performed</u> Provided a list of similar material testing/inspection project experience with the region. Has worked well with County in the past. <u> 25 </u> points.	25
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Good understanding of project requirements including submission requirements. <u> 25 </u> points.	24
E.	<u>Reasonableness of Cost Proposal</u> Overall cost are reasonable, cost of cores is slightly higher <u> 20 </u> points.	15
TOTALS		94

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
FRENCH & PARRELLO ASSOCIATES, PA**

THIS CONTRACT is made effective this 1st day of June 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 **FRENCH & PARRELLO ASSOCIATES, PA** 1800 Route 34, Suite 101, Wall, NJ 07719 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for County Wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as set forth in RFP-016-027, for use by the County's Public Works Department, Engineering Division; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from June 11, 2016 to June 10, 2017.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$30,000.00 for the Contract term. This Contract is for estimated units of service, as set forth in the RFP-016-027 (hereinafter the "RFP"), and the Contractor's Proposal dated May 3, 2016 (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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-016-027 (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 C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in 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 Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in 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 part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with 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. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. That the County must comply with 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. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.

12. That the County is required to act in 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. That the County hereby agrees to 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.

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

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

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

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

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

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

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

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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.

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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.

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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) 5 business days after the other party has provided its written response to the aggrieved party's notice of dispute;
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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 a brief statement of the nature of the dispute, and 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.

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

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

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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.

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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 1st day of June 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

FRENCH & PARRELLO ASSOCIATES, PA

By: _____

(Please Print Name)



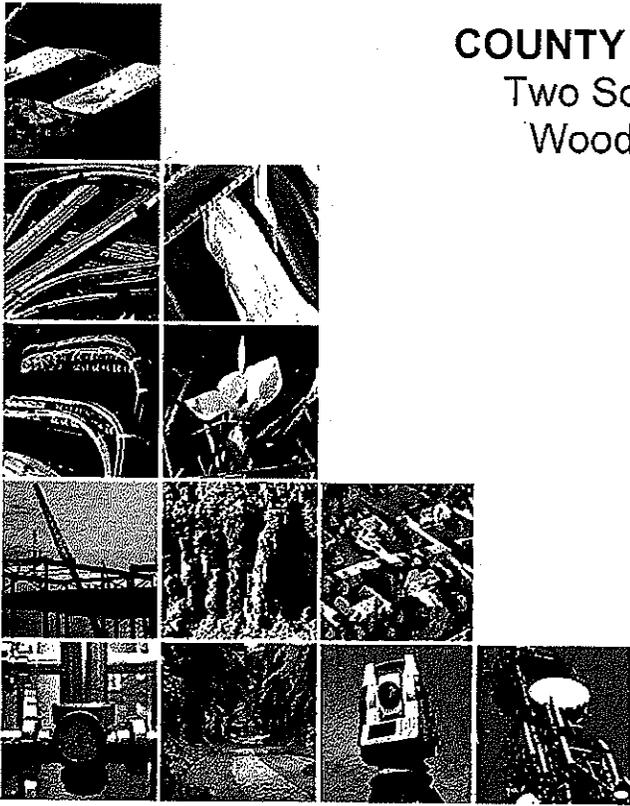
EXPERIENCE YOU CAN BUILD ON

New Jersey Veteran Owned Business

PROPOSAL FOR
Countywide Material Testing & Inspection
RFP # 016-027

Submitted to:

COUNTY OF GLOUCESTER
Two South Broad Street
Woodbury, NJ 08096



May 3, 2016
FPA No. 1827.T08

1800 ROUTE 34, SUITE 101 • WALL, NJ • 07719 • T 732.312.9800 • F 732.312.9801
HACKETTSTOWN, NJ • NEW YORK, NY
WWW.FPAENGINEERS.COM



Corporate Office
1800 Route 34, Suite 101
Wall, NJ 07719

Regional Offices
Hackettstown, NJ
New York, NY

May 3, 2016

Peter Mercanti, Director
Purchasing Department
COUNTY OF GLOUCESTER
One North Broad Street
Woodbury, New Jersey 08096

Re: **Proposal for Countywide Material Testing and
Inspection of Concrete, Asphalt and Soil**
Gloucester County RFP No. 16-027
FPA No. 1827.T08

Dear Mr. Mercanti:

French & Parrello Associates (FPA), a New Jersey corporation, is pleased to submit one original and five copies of the above referenced proposal. We are confident that you will find our firm's experience and assigned personnel a perfect fit for the various Gloucester County Capital Projects associated with this Request for Proposal. We have a thorough understanding of the issues and constraints present with the County's Capital Projects as demonstrated in this technical proposal.

FPA has assembled a team of highly qualified professionals, each are highly respected and available to proceed with work on this project at the County's request. It is our objective to successfully provide the County with a quality work product that will meet the goals and project schedule outlined in the Request for Proposal. Our project manager and team members are committed to the overall success of this project.

If selected, we look forward to working with Gloucester County on the various projects throughout the County. We are committed to the overall success of the various projects and the benefits it will offer to the residents of Gloucester County and the motoring public.

Very truly yours,
FRENCH & PARRELLO ASSOCIATES

A handwritten signature in black ink, appearing to read 'David I. Calnan', is written over a horizontal line.

David I. Calnan, PE
Senior Vice President

BASIS OF AWARD

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

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

RFP-016-027 - Countywide Material Testing – French & Parrello

EVALUATION FACTORS		SCORE
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>		
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p align="center">___ 5 ___ points</p>	<p>5</p>	
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Team meets minimum requirements. They have experience working on our projects</p> <p align="center">___ 25 ___ points.</p>	<p>24</p>	
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Provided a list of similar testing contracts with other Counties. They have completed this work for our County in the past.</p> <p align="center">___ 25 ___ points.</p>	<p>24</p>	
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Could have given more description of on call work. More description needed</p> <p align="center">___ 25 ___ points.</p>	<p>21</p>	
<p>E. <u>Reasonableness of Cost Proposal</u> Cost were reasonable.</p> <p align="center">___ 20 ___ points.</p>	<p>19</p>	
<p>TOTALS</p>	<p>93</p>	

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
CRAIG TESTING LABORATORIES, INC.**

THIS CONTRACT is made effective this 1st day of June 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 **CRAIG TESTING LABORATORIES INC.**, 5439 Harding Highway, PO Box 427, Mays Landing, NJ 08330, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for County Wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as set forth in RFP# 016-027, for use by the County's Public Works Department, Engineering Division; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from June 11, 2016 to June 10, 2017.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$30,000.00 for the Contract term. This Contract is for estimated units of service, as set forth in the RFP-016-027 (hereinafter the "RFP"), and the Contractor's Proposal dated May 2, 2016 (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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-016-027 (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 C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in 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 Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in 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 part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting.
8. That the County must comply with 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. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. That the County must comply with 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. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.

12. That the County is required to act in 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. That the County hereby agrees to 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.

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

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

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

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

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

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

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

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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 1st day of June 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

CRAIG TESTING LABORATORIES, INC.

By: _____

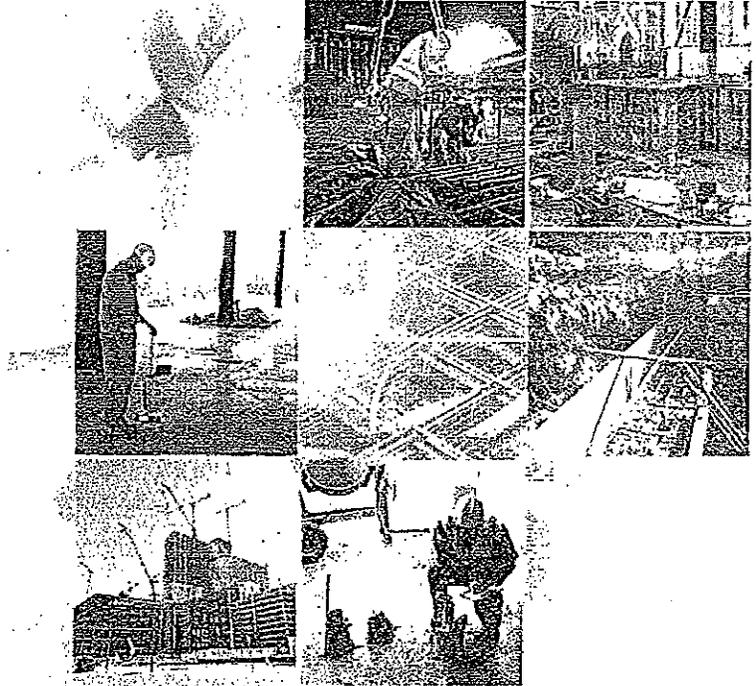
(Please Print Name)

PROPOSAL

2016 County Wide Material Testing & Inspection

County of Gloucester, New Jersey

RFP # 16-027



Ensuring Quality
Validating Compliance

Prepared For:

Mr. Peter Mercanti
Director, Purchasing Department

County of Gloucester
Two South Broad Street
Woodbury, New Jersey 08096

May 2, 2016

QE-154-CTL-16



MATERIAL TESTING & INSPECTION SERVICES

Concrete • Masonry • Soil • Steel
Asphalt • Test Borings • Geotechnical



5439 Harding Highway • P.O. Box 427 • Mays Landing, NJ 08330 • P:609.625.1700 • F:609.625.1798

May 2, 2016

County Of Gloucester
2 South Broad Street
Woodbury, New Jersey 08096

Attn.: Mr. Peter Mercanti
Director, Purchasing Department

RE: 2016 County Wide Material Testing & Inspection
RFP # 16-027
County of Gloucester, New Jersey

Dear Mr. Mercanti:

Craig Testing Laboratories, Inc. is interested in bidding on the 3rd party independent construction inspection and material testing services for the County of Gloucester and as such is pleased to submit one (1) original and five (5) copies of the required attached documents per the Request for Proposal for your use and review.

Craig Testing Laboratories, Inc. is available and committed to performing the 3rd party independent construction inspection and material testing services to the highest standards and ensuring contractor compliance with the codes and project approved documents, specifications and drawings.

Craig Testing Laboratories, Inc. headquartered in Mays Landing, Atlantic County, New Jersey has been family owned and operated for over forty (40+) years providing quality and value added 3rd party independent material sample, inspection and testing services in New Jersey. We trust that the selection committee will find that our experience and qualifications make us the right company for your projects.

Craig Testing Laboratories, Inc. looks forward to being the selected company and working with the County of Gloucester on this project. Should you have any questions, please contact our office.

Should you have any questions please feel free to contact our office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'E. Freire', written over a horizontal line.

Eduardo M. Freire, PE
President

A handwritten signature in black ink, appearing to read 'R. Todd', written over a horizontal line.

Robert T. Todd
VP of sales

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-016-027 - Countywide Material Testing – Craig Testing Labs

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.	Technical Proposal contains all required information All required documentation submitted. <u>5</u> points	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Excellent past experience with previous county projects. <u>25</u> points.	25
C.	<u>Relevance and Extent of Similar Engagements performed</u> Does work for other local Counties, Has performed well on similar projects for the County. <u>25</u> points.	22
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Write up demonstrated knowledge of requirements. <u>25</u> points.	23
E.	<u>Reasonableness of Cost Proposal</u> Very Reasonable <u>20</u> points.	19
TOTALS		94

C6

RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01-FINAL WITH ZONE STRIPING, INC.

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the "Countywide State Aid Roadway Safety Project throughout Gloucester County," Engineering Project #16-03SA (hereinafter the "Project"); and

WHEREAS, on February 3, 2016, a Resolution was adopted awarding a contract for the Project to Zone Striping, Inc. (hereinafter "Zone"), with an office address of 501 New Jersey Avenue, PO Box 568, Glassboro, NJ 08028, for a total contract amount of \$401,333.77; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Increase #01 for the Contract, which would increase the Contract amount for the Project by \$59,760.00, resulting in a new contract amount of \$461,093.77 necessary to reflect final as-built conditions including increases and decreases in items and supplemental items; and

WHEREAS, the Treasurer for the County has certified the availability of funds for Change Order Increase #01 with Zone in the amount of \$59,760.00, pursuant to CAF# 16-04275, which amount shall be charged against budget line items C-04-13-013-165-13211 for \$40,579.51 and C-04-14-013-165-13211 for \$19,180.49.

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

1. The hereinabove referenced Change Order Increase #01 to increase Zone's Contract with the County for the Project for \$59,760.00, resulting in a new contract amount of \$461,093.77, be, and the same is approved and the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to the said Change Order for the aforementioned purposes on behalf of the County; and
2. The Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to any required New Jersey Department of Transportation documents regarding the Contract or Change Order for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-6

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: Zone Striping, Inc.
PO Box 568
Glassboro, NJ 08028
- 2. Description of Project or Contract: Countywide State Aid Roadway Safety Project
- 3. Date of Original Contract: 2/3/2016
- 4. P.O. Number: 16-00550
- 5. Amount of Original Contract: \$401,333.77
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: \$59,760.00
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$461,093.77

9. Need or Purpose of this Change Order: Supplemental Guiderail Items and additional epoxy and thermoplastic striping quantities anticipated.

This change order requested by *[Signature]* on 5-17-16
(Department Head) (Date)

Accepted by *[Signature]* on 5/17/16
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: _____
Chad M. Bruner Administrator / Clerk of the Board
Robert M. Damminger, Director

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

Form SA-1

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

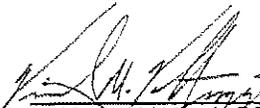
PROJECT	Countywide State Aid Roadway Safety Project
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	Zone Striping, Inc.

Increases for additional epoxy and thermoplastic striping that is anticipated. Supplemental item for guiderail over a bridge on Berkley Road CR 678.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
<u>REDUCTIONS</u>				
N/A			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Reductions				\$0.00
<u>EXTRAS</u>				
6	Traffic Stripes, Long Life Epoxy Resin	130,000	\$0.23	\$29,900.00
7	Traffic Markings, Lines, Long Life Thermoplastic	50,000	\$0.45	\$22,500.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Extras				\$52,400.00
<u>SUPPLEMENTALS</u>				
SA 1	Beam Guiderail Bridge	30.00	\$207.00	\$6,210.00
SA 2	Beam Guiderail Blockout	8.00	\$143.75	\$1,150.00
			\$0.00	\$0.00
Total Supplementals				\$7,360.00

Amount of Original Contract	\$401,333.77	Reduction	\$0.00
Amount of Original Contract + Change Order No. 1	\$461,093.77	Extras	\$52,400.00
		Supplemental	\$7,360.00
		Total Change	\$59,760.00

% Change in Contract 14.8903% Increase

 5-17-16
 Vincent M. Voltaggio, P.E. Date
 Gloucester County Engineer

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

Robert M. Damminger Date
 Freeholder Director

 5/17/16
 (Contractor) Date

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 16-04275

ORDER DATE: 05/20/16
 REQUISITION NO: R6-04494
 DELIVERY DATE:
 STATE CONTRACT: ENG 16-03SA
 ACCOUNT NUM:

Pg 1

S H I P T O	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600
V E N D O R	VENDOR #: ZONES010 ZONE STRIPING INC. PO BOX 568 KEN DRAYCOTT GLASSBORO, NJ 08028

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	16-03 Change Order Increase 01 CHANGE ORDER INCREASE #01 FOR THE COUNTYWIDE STATE AID ROADWAY SAFETY PROJECT #16-03SA	C-04-13-013-165-13211 Long Life Striping (SA)	40,579.5100	40,579.51
1.00	16-03 Change Order Increase 01 ADDITIONAL ACCOUNT/FUNDS FOR ABOVE. PASSED BY RESOLUTION: JUNE 1, 2016	C-04-14-013-165-13211 Long Life Striping (SA)	19,180.4900	19,180.49
			TOTAL	59,760.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		
VENDOR SIGN HERE _____ DATE _____		TREASURER / CFO _____
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	PURCHASING DIRECTOR _____

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE BOROUGH OF GLASSBORO**

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

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

WHEREAS, Gloucester County and the Borough of Glassboro (“Glassboro”) wish to enter into such a Shared Services Agreement (attached as Exhibit A), whereby the County will provide Glassboro with traffic signal maintenance at the entrance to Glassboro High School and the Rowan Engineering Building on Bowe Boulevard from June 1, 2016 to May 31, 2026; and

WHEREAS, Glassboro will compensate the County on a time and material cost basis during working hours. For emergencies and off hours, Glassboro will pay the County for all materials and labor on a time and material cost basis and our contracted services with Techna Pro.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to a Shared Services Agreement with Glassboro for the aforementioned purpose; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

C-7

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF
GLOUCESTER AND THE BOROUGH OF GLASSBORO**

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 1st day of June, 2016, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County"), and the Borough of Glassboro, a municipal corporation of the State of New Jersey (hereinafter "Glassboro").

RECITALS

WHEREAS, the County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;

WHEREAS, the Borough of Glassboro ("Glassboro"), a municipal corporation of the State of New Jersey with main offices located at 1 South Main Street, Glassboro, New Jersey 08028; and

WHEREAS, Glassboro requires maintenance on a traffic signal located at the entrance to Glassboro High School and the Rowan Engineering Building on Bowe Boulevard; and

WHEREAS, the County has the expertise and personnel to provide these services; and

WHEREAS, it is in the best interest of the County and Glassboro to enter into a Shared Services Agreement whereby the County will maintenance on a traffic signal; and

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

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

Rowan University is constructing a traffic signal at the entrance to the Glassboro High School and the new Rowan Engineering Building on Bowe Boulevard in Glassboro. The new signal will be controlled and under the jurisdiction of Glassboro and Glassboro will be responsible for the daily operation of the signal. However, Glassboro needs the County to perform needed repairs and maintenance to the signal on a time and material cost basis during working hours. For emergencies during off hours, the County will utilize our on-call personnel and our contracted services with Techno Pro provided emergencies assistance. It will be the responsibility of Glassboro to coordinate and call for all needed work. The County will not inspect the signal nor perform any work on the signal unless requested and scheduled by Glassboro.

B. PAYMENT FROM GLASSBORO TO COUNTY.

Glassboro will pay the County for all materials and labor on a time and material cost basis during normal working hours. For emergencies and off hours, Glassboro will pay the County for all materials and labor on a time and material cost basis and our contracted services with Techna Pro.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of ten years commencing June 1, 2016 and concluding May 31, 2026.

Either party may terminate this agreement for any reason by providing written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two S. Broad, Woodbury, New Jersey, 08096. As to Glassboro: Borough of Glassboro, One South Main Street, Glassboro, NJ 08028.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWALS.

Neither County nor Glassboro intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of traffic signal maintenance services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, Glassboro hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by Glassboro and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

Glassboro represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, Glassboro shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both Glassboro and the County.

E. COMPLIANCE WITH LAWS AND REGULATIONS

Glassboro agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
 2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, Glassboro, and their respective successors and assigns.
 3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
 4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
 5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 6. **Further Assurances and Corrective Instruments.** Glassboro and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
 7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
 9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.
-

G. EFFECTIVE DATE. This Shared Services Agreement shall be effective as of the 1st day of June, 2016, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

BOROUGH OF GLASSBORO

**JOSEPH A. BRIGANDI, JR.,
BOROUGH ADMINISTRATOR**

LEO J. MCCABE, MAYOR

C-9

RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED BOUNDARY ESTATES

WHEREAS, the County desires to provide for the orderly development of wastewater conveyance and treatment facilities within the County; and

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved Water Quality Management (WQM) plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

WHEREAS, a proposed WQM plan amendment noticed in the New Jersey Register on May 2, 2016 for Deptford Township was submitted on behalf of Boundary Road Development, LLC in accordance with N.J.A.C. 7:15-3.4; and

WHEREAS, the County Engineer and Planner have reviewed the proposed amendments to the Tri-County Water Management Plan with Boundary Road Development, LLC and recommends approval of the WQM plan amendments.

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

1. The County hereby consents to the amendments proposed by the WQM plan amendments as set forth in the May 2, 2016 public notice and hereby endorses the update of would update the Gloucester County Utilities Authority Wastewater Management Plan, the Gloucester County Utilities Authority (GCUA) sewage treatment plant (STP) sewer service area (SSA), as well as the Tri-County Water Quality Management Plan (WQMP) amendments based on the plan prepared and submitted on behalf of the Boundary Road Development, LLC and recommended by the County Engineer and Planner, for the purpose of its incorporation into the applicable WQM plan.
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3. 4.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, June 1, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

C-9

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF WATER RESOURCES MANAGEMENT COORDINATION

PROPOSED AMENDMENT TO THE TRI-COUNTY WATER QUALITY
MANAGEMENT PLAN

Public Notice

Take notice that the New Jersey Department of Environmental Protection (Department) is seeking public comment on a proposed amendment to the Tri-County Water Quality Management (WQM) Plan. This amendment would also modify the Gloucester County Utilities Authority Wastewater Management Plan. This amendment proposal, submitted on behalf of Boundary Road Development LLC would expand the Gloucester County Utilities Authority (GCUA) sewage treatment plant (STP) sewer service area (SSA) by 22.9 acres to allow for the construction of 52 four-bedroom single family homes on Block 407/Lots 1- 3, 5, and 16 in Deptford Township. The proposed project site is located northeast of the intersection of Cattel Road (County Route 665) and Boundary Road.

This proposed amendment has been reviewed in accordance with the Water Quality Management Planning rules at N.J.A.C. 7:15. This notice represents the Department's determination that the amendment is in compliance with the regulatory criteria pursuant to N.J.A.C. 7:15-5.24 and 5.25.

In accordance with N.J.A.C. 7:15-5.24, environmentally sensitive areas (ESAs) have been assessed to determine what areas of the proposed project site are appropriate for inclusion in the SSA. Pursuant to N.J.A.C. 7:15-5.24(b), ESAs are defined as contiguous areas of 25 acres or larger consisting of habitat for threatened and endangered species as identified on the Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, Natural Heritage Priority Sites, Category One (C1) special water resource protection areas, and wetlands, alone or in combination. No such ESAs are included in the proposed SSA.

In accordance with N.J.A.C. 7:15-5.24(b)1, to identify areas designated as threatened or endangered species habitat, the Department utilized the Division of Fish and Wildlife's Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, version 3.1. Areas identified by the Landscape Project as being suitable habitat for threatened and endangered species Ranks 3 (State threatened), 4 (State endangered), and 5 (Federal endangered or threatened) are not to be included in SSAs except as provided under N.J.A.C. 7:15-5.24(e) – (h). Review of the proposed project site has determined that no threatened or endangered species habitat exists on site.

In accordance with N.J.A.C. 7:15-5.24(b)2, areas mapped as Natural Heritage Priority Sites are not to be included in SSAs, except as provided under N.J.A.C. 7:15-5.24(e) – (h). Review of the proposed project site has determined that no Natural Heritage Priority Sites exist on site.

In accordance with N.J.A.C. 7:15-5.24(b)3, areas identified as special water resource protection areas along Category One waters and their tributaries are not to be included in SSAs, except as provided under N.J.A.C. 7:15-5.24(e) – (h). The Department has determined that no special water resource protection areas along Category One waters or their tributaries exist on the site.

In accordance with N.J.A.C. 7:15-5.24(b)4, areas mapped as wetlands pursuant to N.J.S.A. 13:9A-1 and 13:9B-25 are not to be included in SSAs, except as provided under N.J.A.C. 7:15-5.24(e) – (h). Review of the proposed project site has determined that no wetlands exist on site.

Pursuant to N.J.A.C. 7:15-5.24(c), Coastal Fringe Planning Areas, Coastal Rural Planning Areas, and Coastal Environmentally Sensitive Areas shall be excluded from SSA. There are no such areas on the proposed site.

Pursuant to N.J.A.C. 7:15-5.24(d)1, areas with Federal 201 grant limitations that prohibit the extension of sewers into specified environmentally sensitive areas are excluded from

the SSA. Pre-existing grant conditions and requirements (from Federal and State grants or loans for sewerage facilities), which provide for restriction of sewer service to environmentally sensitive areas, are unaffected by adoption of this amendment and compliance is required.

Pursuant to N.J.A.C. 7:15-5.24(d)2-4, the Department evaluated the presence of other special restricted areas, specifically, beaches as defined at N.J.A.C.7:7e-3.22 (currently codified at N.J.A.C. 7:7-9.22); coastal high hazard areas as defined at N.J.A.C.7:7E-3.18 (currently codified at N.J.A.C. 7:7-9.18); and dunes as defined at N.J.A.C.7:7E-3.16 (currently codified at N.J.A.C. 7:7-9.16). Areas identified as beaches, coastal high hazard areas and dunes are not to be included in SSA, except as provided under N.J.A.C. 7:15-5.24(e) – (h). There are no beaches, coastal high hazard areas, or dunes on the project site. Therefore, the conditions of N.J.A.C. 7:15-5.24(d)2-4 have been satisfied.

In accordance with N.J.A.C. 7:15-5.25(h)1, the projected wastewater flow of the project has been evaluated. Currently the GCUA STP (NJ0024686) is permitted to discharge up to 27 million gallons per day (mgd). Based on an average of the monthly average flow for the most recent twelve month period for which discharge monitoring data is available, the existing wastewater flow discharged from the GCUA STP was calculated to be 17.93 MGD. The projected wastewater flow of the project, calculated in accordance with N.J.A.C. 7:14A-23.3, is 15,600 gallons per day. The provisions of N.J.A.C. 7:15-5.25(h)1 have been satisfied as the MCUA STP currently has adequate available capacity to treat the proposed wastewater flow from this project.

The build out analysis in the GCUA WMP has determined that at full build out, the projected wastewater flow from the adopted GCUA SSA will exceed the NJPDES permitted flow amount to the GCUA STP. Pursuant to N.J.A.C. 7:15-5.25(d)2, which identifies strategies to address a situation where the total wastewater generation potential exceeds the permitted flow of a STP, the applicants for this amendment have secured approval from another property owner and the GCUA to remove portions of other properties from the GCUA STP SSA. The effect of this “sewer service area swap” will be

to offset the additional flow generated from this amendment proposal by removing flow from elsewhere in the GCUA SSA. The areas proposed to be removed from the GCUA STP SSA are located in Mantua Township on Block 273/Lot 20 and Block 263.01/Lot 4.03. Fifty seven acres are proposed to be removed from the SSA from Lot 20 and 32 acres from Lot 4.03. At current zoning regulations, 19 lots could be developed on Lot 20 and 32 lots could be developed on lot 4.03. The total potential wastewater flow generation from these lots is 15,300 gpd should each lot be developed with a 4 bedroom single family home (300 gpd per home x 51 homes = 15,300 gpd). Therefore this "sewer service area swap" will nearly offset the additional flow to the GCUA STP generated by the proposed development of the Deptford Township lots. The applicant has secured approval from the owner of the Mantua Township parcels and GCUA and Mantua Township have been notified of the proposed sewer service area swap.

In accordance with N.J.A.C. 7:15-5.25(h)3, the water supply need for the proposed project has been evaluated. Water supply for the proposed development will be provided by the Deptford Township Municipal Utilities Authority (DTMUA) (PWSID No. 0802001). DTMUA is a public water system which withdraws water from the Middle Potomac Raritan Magothy aquifer. The location of the diversion is in Delsea Drive at Southview Drive. The DTMUA has diversion privileges set by Water Allocation Permit No. 5336 for a total supply of 172.6 million gallons per month (MGM) and currently has a water supply surplus of 26.453 MGM. The proposed water demand of the project, calculated in accordance with N.J.A.C. 7:15-5.25(f)1i, is 0.955 MGM; therefore sufficient water supply is currently available to serve the proposed development within the existing water allocation permit.

In accordance with N.J.A.C. 7:15-5.25(h)4, a project or activity's stormwater management is to be evaluated. The municipal governments are responsible for review and implementation of the Stormwater Management rules during their review and approval of proposed development. Deptford Township has an adopted stormwater management ordinances (No. 0.09.06); see N.J.A.C. 7:8-4. Deptford Township is also

required to implement the N.J.A.C. 7:8 requirements incorporated in the Residential Site Improvement Standards; see N.J.A.C. 5:21-7.

In accordance with N.J.A.C. 5:25(h)5, proposed development disturbance is not to be located in riparian zones except as provided under N.J.A.C. 7:15-5.25(h)i-vii. Riparian zones or buffers are established along all surface waters, based on the surface water body's classification designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, under the following regulations: the Flood Hazard Area Control Act rules, the Stormwater Management rules, and the Water Quality Management Planning rules. In accordance with N.J.A.C. 7:15-5.25(h)5, the proposed project site is not located in a riparian zone.

In accordance with N.J.A.C. 7:15-5.25(h)6, proposed development disturbance is not to be located in areas with steep slopes, defined as any slope equal to or greater than 20 percent. There are no steep slopes on the subject site.

This proposed amendment represents only one part of the permit process and other issues may need to be addressed prior to final permit issuance. These issues may include, but are not limited to, the following: compliance with stormwater regulations; antidegradation; effluent limitations; water quality analysis; exact locations and designs of future treatment works; development in wetlands and flood prone areas, or other environmentally sensitive areas which are subject to regulation under Federal or State statutes or rules. Approval of this amendment does not eliminate the need for any permits, approvals or certifications required by any Federal, State, County or municipal review agency with jurisdiction over this project/activity.

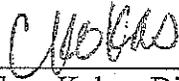
Sewer service to any particular project is subject to contractual arrangements between municipalities, authorities and/or private parties, and is not guaranteed by this amendment.

This notice is being given to inform the public that a plan amendment has been proposed for the Tri-County WQM Plan. All information related to the WQM Plan and the

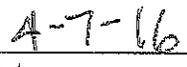
proposed amendment is located at the Department, Office of Water Resources Management Coordination, P.O. Box 420, Mail Code 401-02A, 401 East State Street, Trenton, New Jersey 08625-0420. The Department's file is available for inspection between 9:00 a.m. and 4:00 p.m., Monday through Friday. An appointment to inspect the documents may be arranged by calling the Office of Water Resources Management Coordination at (609) 777-4349.

Interested persons may submit written comments on the amendment to WQM Program Docket, Office of Water Resources Management Coordination, at the Department address cited above with a copy sent to Boundary Road Development LLC, Mr. William P Gilmore, 213 Cherry Tree Court, Franklinville, NJ 08322. All comments must be submitted within 15 days following the public hearing and should reference Program Interest No. 435433, Activity No. AMD160003. All comments submitted prior to the close of the comment period shall be considered by the Department in reviewing the amendment request.

Interested persons may request in writing that the Department hold a non-adversarial public hearing on the amendment or extend the public comment period in this notice up to 30 additional days. These requests should reference Program Interest No. 435433 Activity No. AMD160003 and must state the nature of the issues to be raised at the proposed hearing or state the reasons why the proposed extension is necessary. These requests must be submitted within 30 days of the date of this notice to WQM Program Docket at the Department address cited above. If a public hearing for the amendment is held, the public comment period provided in this notice shall close 15 days after the public hearing.



Colleen Kokas, Director
Office of WRM Coordination
Department of Environmental Protection



Date

REQUEST FOR CONSENT

RECEIVED

APR 18 2016

PLANNING DIVISION

Mr. Ted Bamford
Chairman
Gloucester County Planning Department
1200 North Delsea Drive
Clayton, NJ 08312

Re: Tri-County Water Quality Management Plan
Proposed Amendment to the Upper Delaware Water Quality Management Plan (WQMP)

Dear Mr. Bamford,

The purpose of this letter is to request a written statement of consent from your (agency/municipality) for the above-cited proposed WQMP amendment. State of New Jersey regulations (N.J.A.C. 7:15) require that all governmental entities, sewerage agencies, and BPU related sewer and water utilities that may be affected by, or otherwise have a substantial interest in, approval of the amendment proposal, shall be requested to issue a written statement of consent. In consideration of this requirement, the governing body of your (agency/municipality) is hereby requested to issue a statement of consent on the attached amendment proposal. A statement of consent by a governmental unit shall be in the form of a resolution by that unit's governing body.

Pursuant to N.J.A.C. 7:15-3.4, this written statement of consent is required within sixty days of your receipt of this letter. Enclosed, as an aid to you to ensure that the resolution is satisfactorily worded, is a "model" resolution. Should you determine that the governing body does not support the amendment proposal, it may submit a resolution to that effect, which shall specify the reasons why the amendment proposal is not supported. A copy of the resolution should be sent to us as well as to the New Jersey Department of Environmental Protection (DEP), Office of Water Resources Management Coordination, P.O. Box 420, Mail Code 401-02A, 401 East State Street, 2nd Floor, Trenton, New Jersey 08625-0420.

Please be aware that if you do not submit the requested resolution, the DEP maintains the option of considering approval of the proposed amendment. Therefore, it is in your best interest to submit a resolution defining your position so that the DEP may consider it in their decision-making process on the amendment proposal.

If you have any questions on this matter, please call me at (856) 296-7130.

Sincerely,
Boundary Road Development, LLC

William P. Gilmore, PE

Enclosure

FD

RESOLUTION AUTHORIZING THE PURCHASE OF FINGERPRINT CARD PRINTER FROM MORPHOTRAK, INC., THROUGH STATE CONTRACT #A81520 FOR \$39,103.55

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 purchase Tenprint/Palmprint Capture with Integrated Mug Photo-Cabinet Ruggedized Fixed-Height (Table 4) and Fingerprint Card Printer (Table 5) for the Department of Correctional Services; and

WHEREAS, it has been determined that the County may purchase Tenprint/Palmprint Capture with Integrated Mug Photo-Cabinet Ruggedized Fixed-Height (Table 4) and Fingerprint Card Printer (Table 5) through State Contract #A81520, from MorphoTrak, Inc., 5515 E. Lapalma Avenue, Suite 100, Anaheim, CA 92807 for \$39,103.55; and

WHEREAS, the Treasurer of the County has certified the availability of funds in the amount of \$39,103.55 pursuant to CAF# 16-04240, which amount shall be charged against budget line item #6-01-44-903-001-20202.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase Tenprint/Palmprint Capture with Integrated Mug Photo-Cabinet Ruggedized Fixed-Height (Table 4) and Fingerprint Card Printer (Table 5) from MorphoTrak, Inc., through State Contract #A81520.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 1, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Tenprint/Palmprint Capture - Table 1 – Table 2

Tenprint/Palmprint capture – Desktop

Table 1

New Jersey Comm. Code	Qty	GSA Sched #	Description	Unit Price
204-96-083962	1	TPL5- OPT003-00	Live Scan System Desktop to include: <ul style="list-style-type: none"> ◆ Live Scan Station Application Software License ◆ Tenprint/Palmprint 500PPI Scanner ◆ Computer, monitor, keyboard ◆ Signature Capture Pad ◆ NJ specific transmission Software Installation / On-site Training Warranty: 1 Year On-site <i>Advantage</i> Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site <i>Advantage</i> Solution, 9X5 (Year 2-3) Freight	\$28,656
Annual Maintenance pricing - starting in Year 4				
		TPL5- OPT003- 0M	Maintenance: On-site <i>Advantage</i> Solution, 9X5	\$3,533
Please see Table 5 Options for Printer pricing				

Tenprint/Palmprint Capture - Cabinet Ruggedized fixed-height

Table 2

New Jersey Comm. Code	Qty	GSA Sched #	Description	Unit Price
204-10-083973	1	TPL5- OPT011-00	Live Scan System Cabinet (fixed-height) to include: <ul style="list-style-type: none"> ◆ Live Scan Station Application Software License ◆ Tenprint/Palmprint 500PPI Scanner ◆ Computer, monitor, keyboard ◆ Ruggedized fixed-height Cabinet ◆ Signature Capture Pad ◆ NJ specific transmission Software Installation / On-site Training Warranty: 1 Year On-site <i>Advantage</i> Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site <i>Advantage</i> Solution, 9X5 (Year 2-3) Freight	\$35,048
Annual Maintenance pricing - starting in Year 4				
		TPL5- OPT011- 0M	Maintenance: On-site <i>Advantage</i> Solution, 9X5	\$4,004
Please see Table 5 Options for Printer pricing				

Tenprint/Palmprint Capture with Integrated MugPhoto – Table 3 – Table 4

Tenprint/Palmprint Capture with Integrated Mug Photo - Desktop

Table 3

New Jersey Comm. Code	Qty	GSA Sched #	Description	Unit Price
204-96-083963	1	TPL5- OPT004-00	Live Scan System Desktop to include: <ul style="list-style-type: none"> ◆ Live Scan Station Application Software License ◆ Tenprint/Palmprint 500PPI Scanner ◆ Computer, monitor, keyboard ◆ Signature Capture Pad ◆ Integrated Mug Photo Capture (Digital camera, Software) ◆ NJ specific transmission Software Installation / On-site Training Warranty: 1 Year On-site <i>Advantage</i> Solution, 9X5 (Year 1)	\$30,640

New Jersey Comm. Code	Qty	GSA Sched #	Description	Unit Price
			Maintenance: 2 additional Years - On-site <i>Advantage</i> Solution, 9X5 (Year 2-3) Freight	
Annual Maintenance pricing - starting in Year 4				
		TPL5- OPT004- DM	Maintenance: On-site <i>Advantage</i> Solution, 9X5	\$3,725
Please see Table 5 Options for Printer pricing				

Tenprint/Palmprint Capture with Integrated Mug Photo - Cabinet Ruggedized fixed-height Table 4

New Jersey Comm. Code	Qty	GSA Sched #	Description	Unit Price
204-10-083974	1	TPL5- OPT012-00	Live Scan System Cabinet (fixed-height) to include: <ul style="list-style-type: none"> ◆ Live Scan Station Application Software License ◆ Tenprint/Palmprint 500PPI Scanner ◆ Computer, monitor, keyboard ◆ Ruggedized fixed-height Cabinet ◆ Signature Capture Pad ◆ NJ specific transmission Software ◆ Integrated Mug Photo Capture (Digital camera, Software) Installation / On-site Training Warranty: 1 Year On-site <i>Advantage</i> Solution, 9X5 (Year 1) Maintenance: 2 additional Years - On-site <i>Advantage</i> Solution, 9X5 (Year 2-3) Freight	\$37,030
Annual Maintenance pricing - starting in Year 4				
		TPL5- OPT012- DM	Maintenance: On-site <i>Advantage</i> Solution, 9X5	\$4,195
Please see Table 5 Options for Printer pricing				

MorphoTrak's Standard Warranty and Maintenance support includes remote dial in AND on-site support services.

Shipment is approximately 30 days after MorphoTrak receipt of purchase order.

Livescan System pricing includes a 1 year warranty and 2 additional years of annual maintenance. Annual Maintenance pricing shown is for Year 4.

Options and Pricing

MorphoTrak equipment and service options and pricing described in Table 5.

Table 5. Pricing, Maintenance

New Jersey Comm. Code	Qty	GSA Sched #	Description	Unit Price
204-96-083970	1	TPL0- DFCP00-01	Duplex Black & White Fingerprint Card Printer, Double-sided card printing Installation / On-site Training Warranty: 1 Year On-site <i>Advantage</i> Solution, 9X5 (Year 1) Freight	\$2,073.55
Annual Maintenance pricing - starting in Year 2				
			Maintenance: On-site <i>Advantage</i> Solution, 9X5	\$299.24

NOTE: Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640 or Xerox Printers are not supported with the new Live Scan System.

Customer Responsibilities

Gloucester County Department of Corrections is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.

4-1

County of Gloucester Purchasing Department

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

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 16-04240

ORDER DATE: 05/19/16
REQUISITION NO: R6-04499
DELIVERY DATE:
STATE CONTRACT: A81520
ACCOUNT NUM:

Pg 1

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GLOUC. CO CORRECTIONAL SERVICE
70 HUNTER STREET
WOODBURY, NJ 08096
856-384-4612/JUSTICE COMPLEX

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MORPHOTRAK, INC.
ATTN: JAYNE GOODALL
5515 E.Lapalma Ave, Suite 100
ANAHEIM, CA 92807

VENDOR #: MORPH020

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	STATE CONTRACT LINE ITEM #15 TENPRINT/PALMPRINT CAPTURE WITH INTEGRATED MUG PHOTO-CABINET RUGGEDIZED FIXEDHEIGHT TABLE 4 - 204-10-083974	6-01-44-903-001-20202 Data Processing and Phone Equipment	37,030.0000	37,030.00
1.00	END USER - CORRECTIONS STATE CONTRACT LINE ITEM #11 FINGERPRINT CARD PRINTER TABLE 5 204-96-083970	6-01-44-903-001-20202 Data Processing and Phone Equipment	2,073.5500	2,073.55
	END USER - CORRECTIONS RETURN BLUE TO AMANDA LIBERTO			
			TOTAL	39,103.55

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Michael J. Bunde</i> TREASURER / CFO</p> <p><i>John J. ...</i> PURCHASING DIRECTOR</p>

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT