

AGENDA

6:30 p.m. Wednesday, November 9, 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 October 19, 2016.

- P-1 Proclamation recognizing Ruth Driver as Outstanding Senior Volunteer 2016 (Jefferson) Previously presented.
- P-2 Proclamation recognizing October as Domestic Violence Awareness Month (Jefferson) Previously presented.
- P-3 Proclamation recognizing Jackson Chamberlain for earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (Chila) Previously presented.
- P-4 Proclamation recognizing Kevin Clayton Harris for earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (Chila) Previously presented.
- P-5 Proclamation recognizing Donna A. Tutuian as State President, Ladies Auxiliary, Department of New Jersey Veterans of Foreign Wars. (Chila) Previously presented.
- P-6 Proclamation Honoring and Welcoming Home Sergeant Dylan Clarke from his deployment in South Korea. (Chila) Previously presented.

Public Hearing

PUBLIC HEARING ON THE POSSIBLE ACQUISITION OF BLOCK 102, LOT 9.01, IN THE TOWNSHIP OF FRANKLIN, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

As per State regulations, a Resolution setting a public hearing date of November 9, 2016 as to the possible acquisition of the property was approved at the Freeholder meeting of **October 5, 2016**. The County is considering the acquisition of the property owned by the Estate of Dante L. Napoli, known as Block 102, Lot 9.01 in the Township of Franklin, (hereinafter "the property"), through the Open Space Preservation Program. The property, which totals approximately 21 acres in size, is immediately adjacent to the County-owned Scotland Run Park, and would bring the total amount of contiguously preserved land associated with the park to approximately 1,020-acres. It is expected that once preserved the property would remain in its natural state and be utilized for conservation purposes. The landowners have agreed to the County's offer of \$231,500.00 which was based on the average of the reports of two State-approved appraisers as certified by the New Jersey Green Acres Program. Once preserved the County will seek a 50% reimbursement from Green Acres for the total acquisition costs in a future funding round. Pending Freeholder approval, the required professional work (survey, title, and environmental testing) will commence after the Agreements of Sale is executed by both parties. Once all professional work is completed and any extenuating conditions have been addressed, settlement on the property can be scheduled.

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT RELATING TO THE ISSUANCE BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY OF ITS COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, 2016 REFUNDING SERIES A), IN ONE OR MORE SERIES; AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING.

The Resolution is being adopted in connection with the execution of closing documents by the County for the closing of The Gloucester County Improvement Authority's Solid Waste Revenue Refunding Bonds pursuant to the terms of a bond sale held on November 1, 2016.

A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- AREA PLAN GRANT - \$7,611.00 - These additional funds represent the final allocation of the 2016 Area Plan contract. These funds will be used to further support the ongoing activities assisting Gloucester County's senior population. This additional funding will bring the total amount awarded for 2016 to \$1,508,764.00.
- CHILD PASSENGER SAFETY SEAT - \$17,000.00 - These funds will be used to supplement the GC Sheriff's Office operating budget to educate parents and caregivers on proper child safety seat installation. Funds are used to purchase car seats and provide salary reimbursement to officers performing safety seat checks and demonstrations.
- DUI CHECKPOINT AND SATURATION PATROL – \$130,000.00 - This grant provides funding to conduct various DUI sobriety checkpoints and saturation patrols throughout Gloucester County. Selected municipalities are reimbursed officer overtime allowing for sobriety checkpoints and patrols. The objective of this grant is to reduce the percentage of impaired driving related fatal crashes, reduce injuries and property damage.
- ENOUGH ABUSE CAMPAIGN - \$3,000.00 - These funds will be allocated to the Human Services Advisory Council Committee on Missing and Abused Children. The funding will be used to provide training in the educating of parents, community organizations, health care providers, schools and businesses to prevent child sexual abuse in Gloucester County.

A-3 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY.

This Resolution will authorize a Shared Services with the Gloucester County Utilities Authority whereby the County will provide the GCUA with guidance and assistance related to purchasing, fiscal, and financial matters during the term of this agreement, which shall be December 1, 2016 to November 31, 2017.

A-4 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH MERCURY CONSULTING GROUP, LLC.

This Resolution authorizes an Amendment to the Contract with Mercury Consulting Group, LLC, for simple maintenance and design of computer network assets regarding security and accessibility as well as advanced services such as National Crime Information Center (NCIC) and other Level 3 support. The original Contract was adopted by Resolution November 20, 2012 with a two (2) year extension adopted on October 15, 2014. In 2016, the County had to enhance all necessary computer security designations as it prepared to implement wireless accessibility for the entire network, which added multiple layers of security and caused additional expense for Level 3 support. Accordingly, William Taylor, Director of Information & Technology Department has recommended an increase to the contract in the amount of \$15,000.00, resulting in a new total contract amount not to exceed \$90,000.00.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING AMENDMENT TO A RESOLUTION TO REVISE THE LEASE AGREEMENT FROM BOARD OF FIRE COMMISSIONERS DISTRICT 4 TO FOREST GROVE VOL. FIRE COMPANY.

On October 5, 2016, the Gloucester County Board of Chosen Freeholders authorized a resolution to enter into a Lease Agreement with the Board of Fire Commissioners District 4 at 1635 Forest Grove Road, Vineland, New Jersey 08360. The building is owned by Forest Grove Vol. Fire Company. The Lease Agreement for 1635 Forest Grove Road, Vineland, New Jersey 08360 will be between the County and Forest Grove Vol. Fire Company.

B-2 RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS FROM OCTOBER 4, 2016 TO OCTOBER 3, 2017.

As part our regional EMS services, the County has a need for consumable products and supplies. Bid Request PD-016-049 was sent out by our Purchasing Department. Five (5) contracts will be awarded based on lowest bid for specified items, from October 4, 2016 to October 3, 2017, with the option to extend for one (1) two (2) year term or two (2) one (1) year terms.

1. *QuadMed, Inc. based on lowest bid on Items 2, 4-14, 16, 18-20, 22, 23, 25-30, 149-153 in an amount not to exceed \$7,500.00 per year.*
2. *Moore Medical, LLC based on lowest bid on Items 32-35, 37-40, 42-50, 52, 55-59, 61-65, 67-76, in an amount not to exceed \$10,000.00 per year.*
3. *Henry Schein, Inc. based on lowest bid on Items 78-82, 84, 86-94, 96-101, 103-114, 116-119, in an amount not to exceed \$20,000.00 per year.*
4. *VE Ralph & Son based on lowest bid on Items 121, 123-130, 132-136, 138, 140, 142-144, 146, 147, 154 and 155, in an amount not to exceed \$10,000.00 per year.*

5. *Common Cents EMS Supply, LLC based on lowest bid on Items 157, 158, 159, 161-167, 169, 171, 173, 175, 176, 178, 180-189, in an amount not to exceed \$10,000.00 per year.*

B-3 RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO RANSOME, FOR \$46,999.00.

This Resolution confirms the award pursuant to the emergency provisions of the Local Public Contracts Law to Ransome, in the total amount of \$46,999.00, for the Neptune System including the removal and installation of C16 and C9 radiator with a new custom built radiator, radiator hoses with clamps, thermostats with gaskets and perform a coolant flush & refill unit with new coolant. C.A.F. #16-08802 has been obtained to certify funds.

B-4 RESOLUTION RESCINDING THE BID AWARD TO XYLEM DEWATERING SOLUTIONS, INC. AND AWARDING THE CONTRACT TO WARSHAUER GENERATORS, LLC.

On October 19, 2016, the Gloucester County Freeholder Board awarded a contract, per PD-16-055, to Xylem Dewatering Solutions, Inc., for \$77,940.00. The award must be rescinded, as the bidder is unable to fulfill the requirements of the bid. Therefore, the bid will awarded to the next lowest and responsible bidder, Warshauer Generator, LLC, for \$83,257.00.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR \$1,613,080.35.

This Resolution authorizes a contract between the County and South State, Inc. of 202 Reeves Road, Bridgeton, NJ 08302 for the Engineering Project known as #14-22 for the total amount of \$1,613,080.35. This contract is awarded based upon bids publicly received for the Project and opened by the County on Friday, August 05, 2016, wherein South State, Inc. was the lowest responsive and responsible bidder. The Project will consist of the reconstruction of West Academy Street (County Route 610 and County Route 608), and Aura Road (County Route 610), and the milling and paving of Aura Road /Whig Lane (County Route 610), as well as intersection safety improvements, and drainage improvements. This project is 100% State funded. CAF# 16-09260 was obtained to certify funds.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK FOR \$83,394.37.

This Resolution will authorize a contract with Remington & Vernick Engineers, Inc. of 232 Kings Highway East, Haddonfield, NJ 08033 for Construction Management and Inspection Services for the Engineering Project set forth in RFP #16-42 for the total amount of \$83,394.37. This contract is awarded based upon the evaluation of the proposals submitted in accordance with the established criteria, wherein it was determined that Remington & Vernick Engineers made the most advantageous proposal to provide said services to the County for the Project. The Project will consist of the reconstruction of West Academy Street (County Route 610 and County Route 608), and Aura Road (County Route 610), and the milling and paving of Aura Road /Whig Lane (County Route 610), as well as intersection safety improvements, and drainage improvements. This project is 100% State funded. CAF# 16-09261 was obtained to certify funds.

C-3 RESOLUTION SUPPORTING THE 2016 TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION BY THE TOWNSHIP OF FRANKLIN.

The New Jersey Department of Transportation (NJDOT) is administering the 2016 Transportation Alternatives Program (TAP) which is available to all counties and municipalities in the State of New Jersey, and provides Federal funding for community based "non-traditional" surface transportation projects. This Resolution will support the Township of Franklin's application for the TAP grant and acknowledge use of the County's right-of-way for the construction of pedestrian facilities along West Boulevard, County Route 615.

C-4 RESOLUTION SUPPORTING THE 2016 TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION BY THE TOWNSHIP OF MONROE.

The New Jersey Department of Transportation (NJDOT) is administering the 2016 Transportation Alternatives Program (TAP) which is available to all counties and municipalities in the State of New Jersey, and provides Federal funding for community based "non-traditional" surface transportation projects. This Resolution will support the Township of Monroe's application for the TAP grant and acknowledge use of the County's right-of-way for the construction of pedestrian and bicycle facilities along Blue Bell Road, County Route 633 and crossing Malaga Road, County Route 659.

C-5 RESOLUTION SUPPORTING THE 2016 TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION BY THE TOWNSHIP OF WOOLWICH.

The New Jersey Department of Transportation (NJDOT) is administering the 2016 Transportation Alternatives Program (TAP) which is available to all counties and municipalities in the State of New Jersey, and provides Federal funding for community based "non-traditional" surface transportation projects. This Resolution will support the Township of Woolwich's application for the TAP grant and acknowledge use of the County's right-of-way for the construction of pedestrian and bicycle facilities along High Hill Road, County Route 662.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING THE PURCHASE OF BLOCK 102, LOT 9.01, IN THE TOWNSHIP OF FRANKLIN FROM THE ESTATE OF DANTE L. NAPOLI UTILIZING OPEN SPACE PRESERVATION TRUST FUNDS FOR \$231,500.00.

This Resolution approves the execution of an Agreement of Sale between the County and the Estate of Dante L. Napoli, for the preservation of Block 102, Lot 9.01, in the Township of Franklin, as Open Space through the County's Open Space Preservation Program. The total purchase price is \$231,500.00, of which the County will seek a 50% reimbursement through the New Jersey Green Acres Program. The cost of the associated appraisal services regarding the said acquisition was \$3,000.00 for Mark Hanson and \$3,000.00 for R.W. Frankenfield Associates. All items relative to this action have been previously identified in the explanation provided with the project's associated public hearing request.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING A CONTRACT WITH FALASCA MECHANICAL, INC., FOR \$298,600.00.

This Resolution authorizes the award of a Contract to Falasca Mechanical Inc., 3329 N. Mill Road, Vineland NJ, for supply of labor and materials for the installation of a new Energy Recovery System at the Animal Shelter (HVAC upgrade), per specifications set forth in PD-16-060, in the Contract amount of \$298,600.00. The term of the Contract will be from November 10, 2016 through completion of the project. CAF# 16-09161 has been obtained to certify funds.

F-2 RESOLUTION AUTHORIZING A CONTRACT WITH U.S. LUMBER, INC., FROM NOVEMBER 6, 2016 TO NOVEMBER 5, 2017 IN AN AMOUNT NOT TO EXCEED \$100,000.00 PER YEAR.

This Resolution authorizes a Contract with U.S. Lumber, Inc., 668 S. Evergreen Avenue, Woodbury Heights, NJ, for the supply and delivery of various building materials from November 6, 2016 to November 5, 2017 in an amount not to exceed \$100,000.00 per year pursuant to bid specifications PD 16-063. The Contract includes a County option to extend for a one (1) two (2) year period, or two (2) one (1) year periods.

F-3 RESOLUTION AUTHORIZING THE PURCHASE OF THE e-CDR INTERFACE FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT FOR \$35,000.00.

This Resolution authorizes the purchase of the new e-CDR interface through State Contract #A89851 as an add-on function to InfoShare, the primary Report Management System (RMS), that is currently used by the Gloucester County Prosecutor's office and local law enforcement. The InfoShare System has specialized modules including the e-Prosecution module. The e-CDR interface will provide a direct feed to allow communication with the ePROS module to share data, thereby ensuring more accurate and up-to-date information in the System. The e-CDR will allow the transmittal of criminal complaints to each respective case within InfoShare and ePROS.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ROHRER ENTERPRISES, INC. DBA ROHRER BUS SALES, FOR \$161,088.00.

Pursuant to the Capital Transit Investment Program (CTIP), the County will purchase the buses for the Township of Monroe and the Borough of Pitman. This Resolution authorizes the County to purchase two (2) 2017 Ford Model, 22 passengers & 2 wheelchair slots with rear lift and a video system with a back-up camera system, from Rohrer, per bid PD-16-056. The County will pay a total of \$161,088.00 for both buses. Pursuant to the County's Capital Transit Investment Plan program, the municipalities are required to pay 50% of the total cost of the bus. The municipalities will reimburse the County the required 50% of the purchase upon delivery. C.A.F. #16-08909 has been obtained to certify funds.

G-2 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY \$16,440.00, RESULTING IN AN AMOUNT NOT TO EXCEED \$240,240.00 AND SODAT OF NEW JERSEY, INC. TO DECREASE THE CONTRACT AMOUNT BY \$14,440.00, RESULTING IN AN AMOUNT NOT TO EXCEED \$14,033.00, FROM JANUARY 1, 2016 TO DECEMBER 31, 2016.

Resolution authorizing an increase to contract with Maryville, Inc. by \$16,440.00 for a maximum contract amount of \$240,240.00 from January 1, 2016 to December 31, 2016 and authorizing a decrease to contract with SODAT of New Jersey, Inc. by \$14,440.00 for a maximum contract amount of \$14,033.00 from January 1, 2016 to December 31, 2016.

G-3 RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS.

This Resolution authorizes the execution by the Freeholder Director of a certification of debarment so that the County may receive federal funding for the administration and case management of various Work First New Jersey programs, which are administered by the Division of Social Services. As per the requirements of the State Department of Human Services, Division of Family Development, which allocates the funds, as part of the funding allocation process the County is required to sign a "certification of debarment" stating that neither the County nor its principals are prohibited by the federal government from participating in the transaction.

G-4 RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS NECESSARY FOR THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM PHASE 33 GRANT CONTRACT IN AN AMOUNT NOT TO EXCEED \$11,000.00.

The National Food and Shelter Board has allotted \$63,060 to Gloucester County for emergency needs of County residents. The Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council has awarded \$11,000 of this to the Gloucester County Division of Social Services to purchase food certificates. The certificates are distributed to families and individuals who come to the Division of Social Services in need of food.

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, October 19, 2016

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

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

Changes to the Agenda: Pulled F-7

Approval of the regular meeting minutes from October 5, 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

50123 Proclamation Honoring Carl Rainear "Volunteer of the Year" Gloucester County Senior Corps Retired and Senior Volunteer Program (RSVP) (Simmons) (Previously Presented).

50124 Proclamation Celebrating "Scoop Dog" on its Grand Opening and Ribbon Cutting (Simmons) (Previously Presented).

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

OPEN

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

50125 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

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

Comments: N/A

50126 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF OCTOBER, 2016.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		16-07979
Christy			X		
DiMarco			X		
Simmons		X	X		16-05735
Jefferson			X		
Damminger			X		

Comments: N/A

50127 RESOLUTION EXTENDING CONTRACTS WITH AVAYA COMMUNICATIONS THROUGH FEBRUARY 28, 2017 FOR \$33,212.63.

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

Comments: N/A

50128 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY UTILITIES AUTHORITY.

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

Comments: N/A

50129 RESOLUTION APPROVING REAPPOINTMENTS TO THE ROWAN COLLEGE AT GLOUCESTER COUNTY BOARD OF TRUSTEES.

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

Comments: N/A

50130 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

	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**

50131 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH MOTOROLA SOLUTIONS, INC. TO INCREASE THE CONTRACT AMOUNT BY \$80,069.00.

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

Comments: N/A

50132 RESOLUTION AUTHORIZING CONTRACT WITH VERIZON WIRELESS THROUGH STATE CONTRACT #A82583, FROM NOVEMBER 1, 2016 TO OCTOBER 31, 2017, IN AN AMOUNT NOT TO EXCEED \$75,000.00.

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

Comments: N/A

50133 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO GRAYBAR ELECTRIC CO., INC., FOR \$56,118.61.

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

Comments: N/A

50134 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO INTEGRATED PROCUREMENT TECHNOLOGIES, FOR \$77,495.00.

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

Comments: N/A

50135 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO XYLEM DEWATERING SOLUTIONS, INC., FOR \$77,940.00.

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

50136 RESOLUTION AUTHORIZING UPDATED HUD NOTICE.

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

Comments: N/A

50137 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01 WITH ARAWAK PAVING COMPANY, INC.

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

Comments: N/A

50138 RESOLUTION AUTHORIZING THE PURCHASE OF A 2017 FORD EXPLORER FROM WINNER FORD FOR \$25,493.00 THROUGH STATE CONTRACT.

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

Comments: N/A

50139 RESOLUTION AUTHORIZING THE PURCHASE OF A 2017 FORD ESCAPE FROM HERTRICH FLEET SERVICES, INC. FOR \$22,486.00.

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

Comments: N/A

50140 RESOLUTION AUTHORIZING THE PURCHASE OF A 2017 FORD FUSION FROM HERTRICH FLEET SERVICES, INC. FOR \$17,400.00.

	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**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

50141 RESOLUTION AUTHORIZING A CONTRACT WITH CENTRAL POLY CORPORATION FROM OCTOBER 20, 2016 TO OCTOBER 19, 2018 IN AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR.

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

Comments: N/A

50142 RESOLUTION AWARDED A CONTRACT TO SOUTH JERSEY ENERGY COMPANY FOR NATURAL GAS SUPPLY AND DELIVERY SERVICES IN AN AMOUNT NOT TO EXCEED \$300,000.00 PER YEAR FOR THE 12 MONTH PERIOD FROM THE FIRST METER READ AFTER NOVEMBER 30, 2016 THROUGH THE NOVEMBER 2017 METER READING DATE.

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

Comments: N/A

50143 RESOLUTION AUTHORIZING RENTAL OF 70 ACRES OF COUNTY OWNED PROPERTY IN THE TOWNSHIP OF ELK, TO GEORGE LEWIS, JR., FROM OCTOBER 20, 2016 TO OCTOBER 19, 2018, IN THE AMOUNT OF \$7,001.00 PER YEAR.

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

Comments: N/A

50144 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY FOR THE VICTIMS OF CRIME ACT GRANT IN THE AMOUNT OF \$320,843.00, WITH AN IN-KIND MATCH OF \$66,370.00, FOR A TOTAL AMOUNT OF \$387,213.00, FROM JULY 1, 2016 TO DECEMBER 31, 2017.

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

Comments: N/A

50145 RESOLUTION AUTHORIZING RENEWAL OF THE GRANT APPLICATION TO THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY FOR THE VICTIMS OF CRIME ACT GRANT IN THE AMOUNT OF \$219,715.00, WITH AN IN-KIND MATCH OF \$54,929.00, FOR A TOTAL AMOUNT OF \$274,644.00, FROM JULY 11, 2016 TO JULY 10, 2017.

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

Comments: N/A

50146 RESOLUTION AUTHORIZING RENEWAL OF THE GRANT APPLICATION TO THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE FOR THE STOP VIOLENCE AGAINST WOMEN ACT GRANT IN THE AMOUNT OF \$22,732.00, WITH AN IN-KIND MATCH OF \$7,577.00 FOR A TOTAL AMOUNT OF \$30,309.00, FROM JULY 1, 2016 TO JUNE 30, 2017.

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

Comments: N/A

RESOLUTION AUTHORIZING A USE AGREEMENT BETWEEN THE COUNTY AND MADISON/CANUSO RICHWOOD VILLAGE, INC.

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

Comments: N/A

50147 RESOLUTION APPROVING AMENDMENTS TO THE DEPARTMENT OF CORRECTIONS POLICIES AND PROCEDURES MANUAL.

	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**

50148 RESOLUTION AUTHORIZING A BUSINESS ASSOCIATE AGREEMENT WITH ROBIN'S NEST, INC. REGARDING PROTECTED HEALTH INFORMATION (PHI) AS THOSE DEFINED AND REGULATED BY THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) OF 1996.

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

Comments: N/A

50149 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF ADDICTION SERVICES FOR THE 2017 RENEWAL OF THE GLOUCESTER COUNTY COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT, FOR A TOTAL AMOUNT OF \$629,950.00, STATE'S SHARE BEING \$551,047.00 AND THE COUNTY SHARE \$78,903.00.

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

Comments: N/A

50150 RESOLUTION AUTHORIZING THE RENEWAL OF A MEMORANDUM OF UNDERSTANDING WITH NJ TRANSIT TO SERVE AS AN ASSESSMENT AGENCY TO DETERMINE ELIGIBILITY FOR PARATRANSIT SERVICES FOR PEOPLE WITH DISABILITIES.

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

Comments: N/A

50151 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE UNIVERSAL SERVICE FUND CWA ADMINISTRATION GRANT FOR THE PROGRAM YEAR 2017 FOR \$6,053.00.

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

Comments: N/A

50152 RESOLUTION AUTHORIZING A CONTRACT WITH PROACT, INC. FOR A PRESCRIPTION DRUG DISCOUNT PROGRAM FROM NOVEMBER 15, 2016 TO NOVEMBER 14, 2018, AT NO COST TO THE COUNTY.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

TIME: 6:48 PM

Gloucester County

Board of Chosen Freeholders

Proclamation

~RECOGNIZING~

RUTH DRIVER

OUTSTANDING SENIOR VOLUNTEER
GLOUCESTER COUNTY

2016

WHEREAS, Gloucester County has a history marked by the service of volunteers as selfless individuals from all walks of life who have served each other and are dedicated to making tomorrow better; and

WHEREAS, Volunteers can connect with local community service opportunities and give of oneself in service as shown by Ruth Driver, Outstanding Senior Volunteer for Gloucester County, 2016; and

WHEREAS, Volunteers are the lifeblood of our schools, shelters, hospitals, and faith-based community making a real and lasting impact on the lives of our Gloucester County residents; and

WHEREAS, Volunteers fulfill an endless range of duties. They care for older Americans, support veterans, mentor at-risk youth and provide a multitude of other services and activities that help make a difference for our residents; and

WHEREAS, Ruth Driver, a Paulsboro resident, has been volunteering five days a week, for 30 plus years for Gloucester County "Meals on Wheels". Ruth Driver has raised one daughter and two sons. Over the years Ruth has been active in Boy Scouts of America, PTA, Shady Lane Advisory Board and Logan Township Senior Club.

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 recognize and congratulate Ruth Driver as OUTSTANDING SENIOR VOLUNTEER FOR GLOUCESTER COUNTY, 2016.

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 19th day of October, 2016.

[Signature]
Giuseppe (Joe) Chila
Freeholder Deputy Director

[Signature]
Robert M. Damminger
Freeholder Director

[Signature]
Lyman Barnes
Freeholder

[Signature]
Daniel Christy
Freeholder

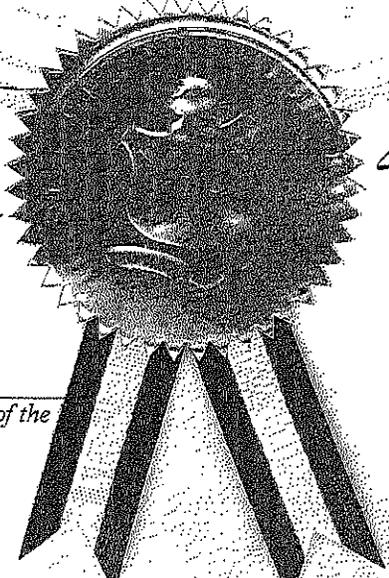
[Signature]
Frank J. DiMarco
Freeholder

[Signature]
James B. Jefferson
Freeholder Liaison

[Signature]
Heather Simmons
Freeholder

Attest:
[Signature]

Chad M. Bruner, Administrator/ Clerk of the



Gloucester County

Board of Chosen Freeholders Proclamation

PROCLAIMING OCTOBER AS

DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to proclaim **October** as **Domestic Violence Awareness Month** in Gloucester County; and

WHEREAS, it is the intention of the County of Gloucester to focus attention on noteworthy occasions and individuals; and

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender and income levels; and

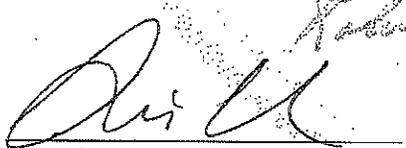
WHEREAS, **Center For Family Services, Services Empowering Rights of Victims (SERV)** program is leading the Gloucester County community in its advocacy, and is observing **Domestic Violence Awareness Month** throughout **October, 2016** by providing a variety of educational events; and

WHEREAS, nationally, domestic violence is widespread and affects over 4 million Americans each year; nearly 1 in 4 women and 1 in 7 men have suffered from domestic violence by an intimate partner. All people deserve to feel safe with loved ones; and

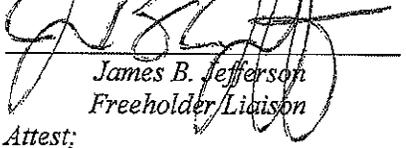
WHEREAS, the County of Gloucester is extremely concerned about the health and welfare of the women and children in our community, and thus, we support and appreciate the organizations that devote their time to assisting those who have been personally affected by this heinous crime, and to working to end it through education and awareness.

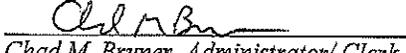
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Frank DiMarco, Heather Simmons, James B. Jefferson and Daniel Christy, do hereby proclaim **October** as **Domestic Violence Awareness Month in Gloucester County** and **urge all citizens to join in supporting those affected by domestic violence; supporting causes such as Stand, Speak, Empower Day and organizations like the Center For Family Services; and in working together to create a stronger, healthier, and more vibrant place to live.**

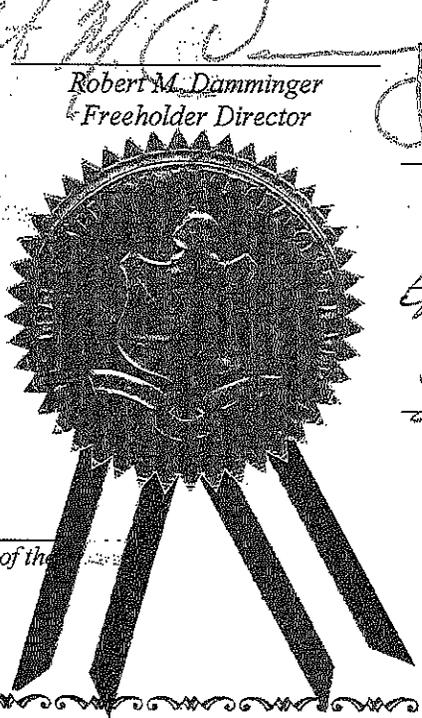
IN WITNESS OF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester be affixed this 19th day of October 2016.

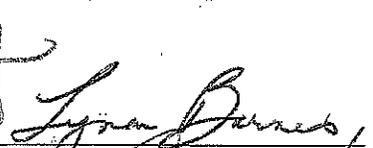

Giuseppe (Joe) Chila
Freeholder Deputy Director

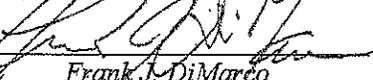

Daniel Christy
Freeholder

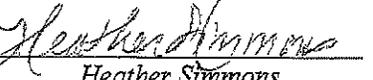

James B. Jefferson
Freeholder/Liaison

Attest:

Chad M. Bruner, Administrator/ Clerk of the Board




Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of Jackson Chamberlain Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Jackson Chamberlain on his achievements as a member of the Boy Scouts of America, Troop 13; and

WHEREAS, Jackson joined Boy Scouts Troop 13 in February 2012, achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On July 19, 2016, Jackson distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

WHEREAS, Jackson earned 33 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Patrol Leader, Assistant Patrol Leader, Scribe and Troop Guide; and

WHEREAS, Jackson performed 54 hours of community service, camped 46 days and hiked 59.5 miles with his Troop. Jackson's special achievements include Arrow of Light, Kayaking, Messenger of Peace, World Conversation and Attendance Awards for Year One, Two and Three; and

WHEREAS, Jackson exhibited his commitment to public service by selecting as his Eagle Scout project the construction of a "Garden/Back Yard" for the Franciscan Nuns of the Saint Margaret's School in Woodbury Heights, New Jersey. The Nuns live in a convent located on the school's property. He choose his Eagle Project because he wanted to give back to his grade school and the community that influenced him. Jackson designed and supervised other Scouts and adult volunteers throughout all phases of this project. They prepared the area, removing all dead trees and shrubs, weeded flower beds, mowed overgrown areas and built two raised vegetable gardens and an enclosed herb garden; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Jackson Chamberlain for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 13.

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 8th day of October, 2016.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

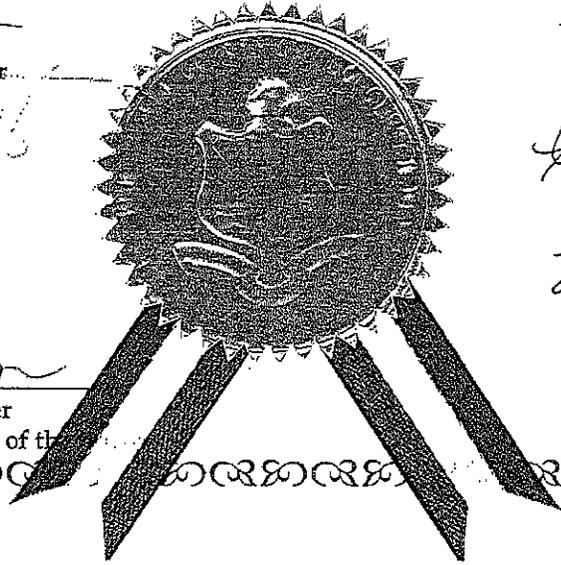
Attest: Chad M. Bruner
Administrator/Clerk of the Board

Robert M. Damminger
Freeholder Director

Lyman Barnes
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders Proclamation

In Recognition Of Kevin Clayton Harris Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Kevin Clayton Harris on his achievements as a member of the Boy Scouts of America, Troop 295; and

WHEREAS, Kevin joined the West Deptford Cub Scouts Pack 295 at the age of six and progressed from Tiger Cub, to Wolf, to Bear and finally to Webelos, earning the Cub Scout Arrow of Light. He crossed over into the West Deptford Boy Scouts Troop 295 in February 2009, achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On June 2, 2016, Kevin distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

WHEREAS, Kevin earned 42 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Order of Arrow Troop Representative, Den Chief, Troop Chaplain Aide, Assistant Patrol Leader, Patrol Leader, Assistant Senior Patrol Leader and Junior Assistant Patrol Leader; and

WHEREAS, Kevin served his community in participating in street and river cleanups, food drives, Gloucester County Veterans ceremonies, Gloucester County Police K9 Association demonstrations, and has served as a Charter Member to Venture Crew 9 in which he was elected Vice President. He has served and continues to serve the Mantua Township Police Explorer Post No. 329; and

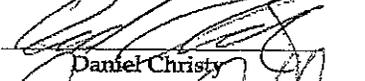
WHEREAS, Kevin's special achievements include World Conversation Award, Leave No Trace Award, BSA Kayaking Award, BSA Snorkeling Award, and National Wild Turkey Federation Conservation Award. He was elected to the Order of Arrow and Scouting's National Honor Society; and

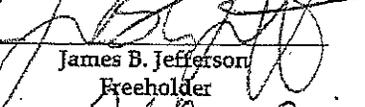
WHEREAS, Kevin exhibited his commitment to public service by selecting as his Eagle Scout project the construction of a "Paver Wall" around the Eagle Statue at West Deptford High School. Kevin designed and supervised other Scouts and adult volunteers through all phases of this project. The wall includes engravings of all the United States Military insignias and a dedication engraving honoring all who served our community and country. The West Deptford High School Wall was dedicated on May 28, 2016 in observance of Memorial Day 2016; and

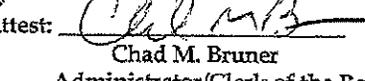
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Kevin Clayton Harris for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 295.

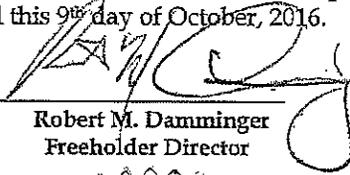
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 9th day of October, 2016.

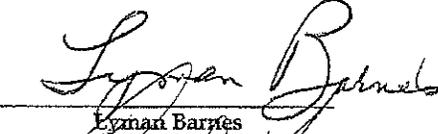

Giuseppe (Joe) Chila
Freeholder Deputy Director

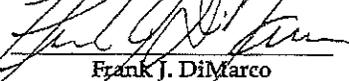

Daniel Christy
Freeholder


James B. Jefferson
Freeholder

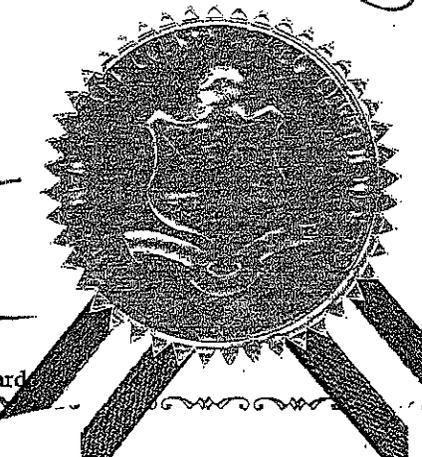
Attest: 
Chad M. Bruner
Administrator/Clerk of the Board


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of
Donna A. Tutuian

State President, Ladies Auxiliary, Department of New Jersey
Veterans of Foreign Wars

WHEREAS, the Officers and Members of District 13 Veterans of Foreign Wars Ladies Auxiliary will be holding a Brunch in honor of their State President, Donna A. Tutuian, on Saturday, October 22, 2016 at the Lawson Cox VFW Post 7679 in Mantua, New Jersey; and

WHEREAS, Donna became a member of the Ladies Auxiliary Veterans of Foreign Wars, VFW Post 1593 in October, 1997. Donna's eligibility for membership derives from her father, who served in the European Campaign in Patton's 3rd Army. Donna is also a Charter Member of the Woman's Auxiliary to the Military Order of the Cootie, Pup Tent #15; and

WHEREAS, at the Auxiliary level, Donna has advanced through the chairs attaining Auxiliary President and the status of "All American President" in 2005-2006; and

WHEREAS, at the District level, Donna has held numerous chairmanships and has served two times as District #1 President, achieving "Outstanding District President" 2003-2004 and 2009-2010; and

WHEREAS, at the State level, Donna held the positions of Department Guard, Conductress, Chaplain, Jr. Vice President, Sr. Vice President, and now President; and

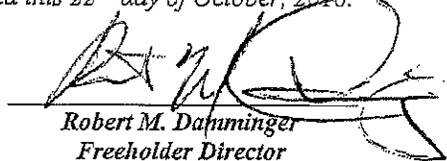
WHEREAS, Donna has chaired the following: VFW Commander Special Project; Hospital Coordinator Committee; Audit Committee; Budget Committee; Hospital Budget Committee; Communications Center Committee; Youth Activities; Assistant Membership and Membership Chairman for two different terms; and

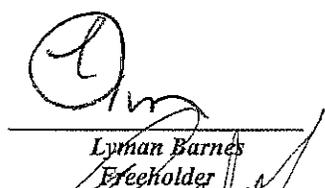
WHEREAS, Donna is an active member to many Veteran organizations in which she has either served as their leader or committee member and has received numerous National Awards for her service to our country's Veterans; and

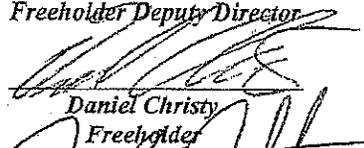
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor Donna A. Tutuian for her outstanding and longtime service to our country's Veterans of Foreign Wars.

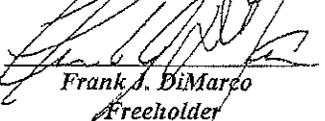
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22nd day of October, 2016.

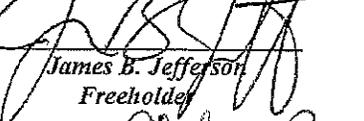

Giuseppe (Joe) Chila
Freeholder Deputy Director

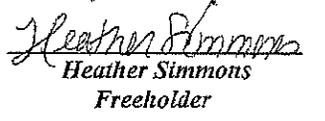

Robert M. Damminger
Freeholder Director

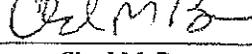

Lyman Barnes
Freeholder

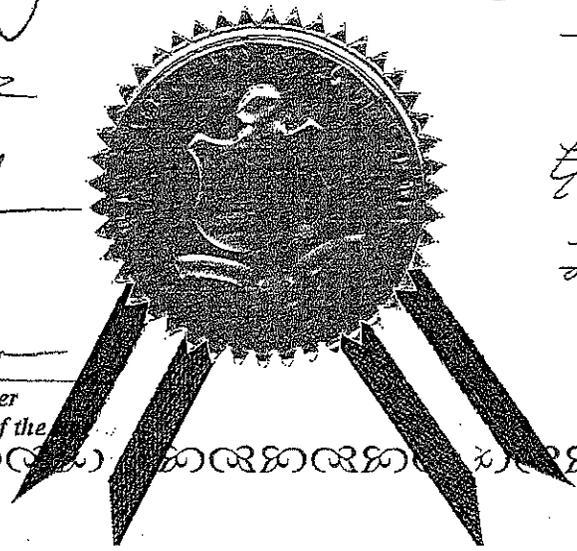

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Chad M. Bruner
Administrator/Clerk of the



Gloucester County

Board of Chosen Freeholders

Proclamation

WELCOME HOME

Sergeant Dylan Clark

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and Welcome Home Sergeant Dylan Clark, United States Army, from his deployment to South Korea. A Welcome Home celebration is being held by family and friends at 1371 Red Bank Avenue, West Deptford, New Jersey, on Sunday, October 30, 2016; and

WHEREAS, Sergeant Clark is a graduate of Pennsville Memorial High School. He enlisted in the United States Army in 2010 and received basic training at Fort Benning, Georgia. Sergeant Clark served in Afghanistan in support of Operation Enduring Freedom, 2011-2012, with his most recent deployment to South Korea, February, 2016, where he was assigned to the 2nd Battalion, 8th Cavalry Infantry Regiment; and

WHEREAS, having served with honor and distinction, Sergeant Clark's awards and citations include the National Defense Medal, the Afghanistan Campaign Medal, the Global War on Terrorism Medal, the Korean Defense Service Medal, Army Service Ribbon, Airborne Wings, the Air Assault Badge and the Combat Infantry Badge; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to Sergeant Clark and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons are honored to welcome home Sergeant Dylan Clark and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.

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 30th day of October, 2016.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Robert M. Damminger
Freeholder Director

Lyman Barnes
Freeholder

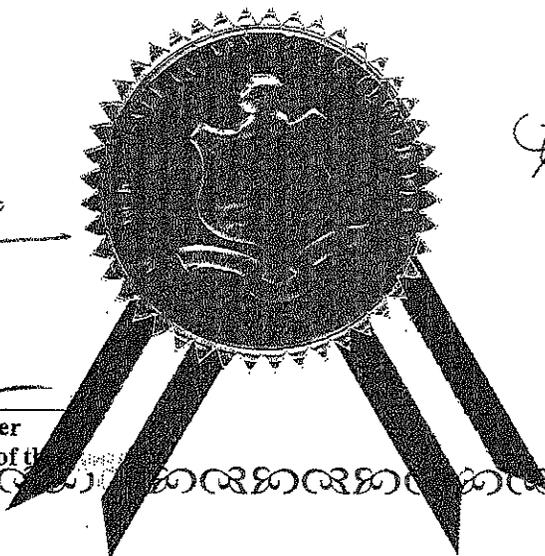
Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

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



A 1

**RESOLUTION AUTHORIZING AND APPROVING THE ENTERING INTO,
EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT
RELATING TO THE ISSUANCE BY THE GLOUCESTER COUNTY IMPROVEMENT
AUTHORITY OF ITS COUNTY GUARANTEED SOLID WASTE REVENUE BONDS
(LANDFILL PROJECT, 2016 REFUNDING SERIES A), IN ONE OR MORE SERIES;
AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID
FINANCING**

WHEREAS, The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State"), pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (*N.J.S.A. 40:37A-44 et seq.*), and the acts amendatory thereof and supplemental thereto ("Act"); and

WHEREAS, the Authority is authorized, pursuant to Section 11 of the Act (*N.J.S.A. 40:37A-54(a) and (g)*), to issue its bonds for the purpose of financing the cost of the provision within the County of "public facilities" (as defined in the Act) for use by the State, the County or any beneficiary county, or any municipality in the County, or any two (2) or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes, including the acquisition, construction, maintenance and operation of garbage and solid waste disposal systems for the purpose of collecting and disposing of garbage, solid waste or refuse matter, whether owned or operated by the Authority to accomplish such purpose; and

WHEREAS, on September 18, 2008, the Authority issued its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2008) in the aggregate principal amount of \$15,905,000 ("2008 Bonds") pursuant to the Authority's general bond resolution, duly adopted on July 8, 1992, as amended and supplemented to date to finance the acquisition, design, construction and equipping of an approximately fifty-two (52) acre lateral expansion of the Gloucester County Solid Waste Complex ("Complex") located in the Township of South Harrison ("Township"), in the County to increase the waste disposal capacity of the Complex, consisting of, among other things, the acquisition of Lot 9, Block 9 located in the Township; preparation and submission of the New Jersey Department of Environmental Protection permit application for the lateral expansion; and design, construction and equipping of access roads, storm water management swales and basins, leachate collection and conveyance systems and new cell construction to accommodate the lateral expansion; and

WHEREAS, in view of the low interest rates prevailing in the municipal bond market, the Authority has determined to refund up to all of the outstanding 2008 Bonds maturing serially on March 1 in the years 2019 through 2023, both dates inclusive, and the term bond maturing on March 1, 2030 ("Callable Bonds"); and

WHEREAS, the Authority has authorized the issuance and sale of up to \$12,250,000 of its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 2016 Refunding Series A) ("Series 2016 Bonds"), the proceeds of which will be used to: (i) advance refund up to all of the Callable Bonds; and (ii) pay the costs associated with the issuance of the 2016 Bonds (collectively, the "2016 Project"); and

WHEREAS, in order to induce the prospective purchasers of the Series 2016 Bonds to purchase the Series 2016 Bonds, the Series 2016 Bonds shall be secured by an existing guaranty of the County, pursuant to the terms and provisions of that certain, "AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, 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", duly and finally adopted on May 25, 2016, guaranteeing the payment, when due, of the principal of and interest on not more than \$12,250,000 of the total aggregate principal amount of the Series 2016 Bonds, all pursuant to and as authorized by Section 37 of the Act (*N.J.S.A. 40:37A-80*) ("County Guaranty"); and

WHEREAS, in connection with the issuance of the Series 2016 Bonds, it is necessary for the County to enter into a Continuing Disclosure Agreement ("Continuing Disclosure

Agreement") to provide for the dissemination of secondary market disclosure in compliance with the terms and provisions of Rule 15c2-12 (codified at 17 C.F.R. 240.15c2-12), as the same may be further amended, supplemented and officially interpreted from time to time, or any successor provisions thereto, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented (codified as of the date hereof at 15 U.S.C. 77 *et seq.*) ("Rule 15c2-12"), and it is the desire of the Board of the County to approve the contractual obligations of the County pursuant to the terms and provisions of the Continuing Disclosure Agreement in furtherance of compliance with the terms and provisions of Rule 15c2-12.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AS FOLLOWS:

Section 1. In accordance with Sections 11 and 12 of the Act and all other applicable law, the Board of the County hereby authorizes and approves the execution and delivery by the County of, and the performance by the County of its obligations pursuant to the Continuing Disclosure Agreement and any other agreements to which the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2016 Bonds and/or the financing of the 2016 Project; each in such form as shall be approved by the Office of County Counsel, such approval to be evidenced by the execution and delivery thereof by the Authorized Officer (as hereinafter defined).

Section 2. The County Administrator, and any designee thereof (each an "Authorized Officer"), are each severally authorized and directed to execute and deliver, in the name of the County and on its behalf, the Continuing Disclosure Agreement and any other agreements to which the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2016 Bonds and/or the financing by the Authority of the 2016 Project, and the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each severally authorized and directed to attest to the signature of the Authorized Officer on, and to affix the seal of the County to any agreements to which the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2016 Bonds and/or the financing by the Authority of the 2016 Project.

Section 3. All actions heretofore taken and documents prepared or executed by or on behalf of the County by the Freeholder-Director, Deputy Freeholder-Director, County Administrator, Treasurer, Budget Officer, Clerk of the Board of the County, Deputy Clerk of the Board of the County, other County officials or by the County's professional advisors, in connection with the 2016 Project and matters related thereto, and the issuance of the Series 2016 Bonds, are hereby authorized, approved, ratified and confirmed.

Section 4. Each Authorized Officer, the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each hereby severally authorized and directed to execute such closing certificates and other ancillary documents and instruments as may be necessary or desirable for the issuance by the Authority of the Series 2016 Bonds, the financing of the 2016 Project and all matters related thereto.

Section 5. All ordinances and resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 6. This Resolution shall take effect in accordance with law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, November 9, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

AZ

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 **\$7,611.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Area Plan Grant, to be appropriated under the caption of the State of New Jersey Department of Human Services Area Plan Grant - Other Expenses;
- (2) The sum of **\$17,000.00**, which item is now available as a revenue from the State of New Jersey Division of Highway Traffic Safety Child Passenger Safety Seat, to be appropriated under the caption of the State of New Jersey Division of Highway Traffic Safety Child Passenger Safety Seat - Other Expenses;
- (3) The sum of **\$130,000.00**, which item is now available as a revenue from the State of New Jersey Division of Highway Traffic Safety DUI Checkpoint and Saturation Patrol, to be appropriated under the caption of the State of New Jersey Division of Highway Traffic Safety DUI Checkpoint and Saturation Patrol - Other Expenses;
- (4) The sum of **\$3,000.00**, which item is now available as a revenue from Prevent Child Abuse New Jersey Enough Abuse Campaign, to be appropriated under the caption of Prevent Child Abuse New Jersey Enough Abuse Campaign - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A3

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY**

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 (County) and the Gloucester County Utilities Authority ("GCUA") wish to enter into such a Shared Services Agreement whereby the County will provide the GCUA with guidance and assistance related to purchasing, fiscal, and financial matters during the term of this agreement, which shall be December 1, 2016 to November 31, 2017; and

WHEREAS, the GCUA will pay the County the \$50,000.00 per annum for the services;

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 a Shared Services Agreement with the GCUA for the aforementioned purpose; and

BE IT FURTHER RESOLVED, that County Counsel and the County Administrator 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, November 9, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

A-3

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY UTILITIES AUTHORITY

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this November 10, 2016, by and between the County of Gloucester ("County"), and The Gloucester County Utilities Authority ("Local Unit"):

RECITALS

WHEREAS, the 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 Gloucester County Utilities Authority (“Local Unit”) is a corporation formed pursuant to the laws of the State of New Jersey with offices at 2 Paradise Road, West Deptford, New Jersey;

WHEREAS, the Local Unit requires purchasing, fiscal, and financial assistance and guidance; 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 the Local Unit to enter into a Shared Services Agreement whereby the County will provide the assistance sought by the Local Unit; 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 the Local Unit do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

Utilizing personnel from the offices of the County Treasurer and Purchasing Departments, the County shall provide to the Local Unit guidance and assistance related to purchasing, fiscal, and financial matters.

B. PAYMENT FROM LOCAL UNIT TO COUNTY.

Local Unit shall pay the County \$50,000.00 per annum for the services, payable in equal quarterly installments. The County shall submit invoices to the Local Unit for the amount due and payable.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of one (1) year commencing December 1, 2016 and concluding November 31, 2017.

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 GCUA: John Vince, Executive Director, GCUA, 2 Paradise Road, Sewell, NJ 08080.

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

Neither County nor the Local Unit 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, the Local Unit 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 the Local Unit 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.

The Local Unit 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, the Local Unit 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 the Local Unit and the County.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Local Unit 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, the Local Unit, 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.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this 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 December, 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:

**GLOUCESTER COUNTY UTILITIES
AUTHORITY**

WALTER BERGLUND, SECRETARY

HOWARD W. BRUNER, CHAIRMAN

A-4

**RESOLUTION AUTHORIZING AMENDMENT TO THE CONTRACT
WITH MERCURY CONSULTING GROUP, LLC**

WHEREAS, on November 20, 2012 the Gloucester County Board of Chosen Freeholders adopted a Resolution awarding a two-year contract with options to Mercury Consulting Group, LLC (MCG), 1143 Whithall Road, Williamstown, NJ 08094, relative to PD# 12-040, in an amount not to exceed \$75,000.00 per year for the maintenance and design of computer network assets regarding security and accessibility as well as advanced services such as National Crime Information Center (NCIC) support; and

WHEREAS, a Resolution was adopted on October 15, 2014 to extend the contract for an additional two years; and

WHEREAS, in 2016 the County had to enhance all necessary computer security designations as it prepared to implement wireless accessibility for the entire network, which added multiple layers of security and caused additional expense for the total yearly Level 3 support; and

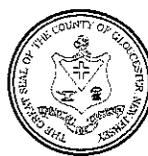
WHEREAS, William Taylor, Director of Information & Technology Department has recommended an increase to the contract in the amount of \$15,000.00, resulting in a new total contract amount not to exceed \$90,000.00; and

WHEREAS, the contract is for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contract with Mercury Consulting Group, LLC be increased by \$15,000, for a total new contract amount not to exceed \$90,000.00 for 2016.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
MERCURY CONSULTING GROUP, LLC**

THIS is an Amendment dated November 9, 2016 to a certain Contract originally entered into on November 20, 2012 and extended on October 15, 2014 between the **County of Gloucester**, hereinafter referred to as **“County”** and **Mercury Consulting Group, LLC**, hereinafter referred to as **“Contractor”**, and,

In further consideration for the mutual promises made by and between Contractor and County in the above-described Contract as set forth in PD# 12-040, relative to network services as well as advanced services such as NCIC and other Level 3 support.

Contractor and County hereby agree to amend the Contract as follows:

The original contract as amended on October 15, 2014 in the amount of \$75,000.00 per annum is increased by \$15,000.00 for 2016 due to the County incurring additional expenses enhancing all necessary computer security designations as it prepared to implement wireless accessibility for the entire network, resulting in a total contract amount not to exceed \$90,000.00.

All other terms and provisions of the Contract that are consistent with this Amendment shall remain in full force and effect.

THIS AMENDMENT is effective as of the 9th day of **November, 2016**.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

MERCURY CONSULTING GROUP, LLC

**By:
Title:**

B-1

**RESOLUTION AUTHORIZING AMENDMENT TO A RESOLUTION TO REVISE THE
LEASE AGREEMENT FROM BOARD OF FIRE COMMISSIONERS DISTRICT 4 TO
FOREST GROVE VOL. FIRE COMPANY**

WHEREAS, on October 5, 2016, the Gloucester County Board of Chosen Freeholders authorized a resolution to enter into a Lease Agreement with the Board of Fire Commissioners District 4 at 1635 Forest Grove Road, Vineland, New Jersey 08360; and

WHEREAS, the building is owned by Forest Grove Vol. Fire Company and the Lease Agreement for 1635 Forest Grove Road, Vineland, New Jersey 08360 should be between the County and Forest Grove Vol. Fire Company; and

WHEREAS, this resolution authorizes the said revision to the resolution and lease agreement approved on October 5, 2016.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that revision to above referenced resolution and lease agreement is approved to read Forest Grove Vol. Fire Company in lieu of the Board of Fire Commissioners District 4..

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

B-1

LEASE AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

FOREST GROVE VOL. FIRE COMPANY

FOR THE LEASE OF PREMISES LOCATED

AT 1635 FOREST GROVE ROAD,

VINELAND, NEW JERSEY 08360

Dated: November 9, 2016

Prepared by: Thomas G. Campo,
First Assistant County Counsel

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is entered into this 9th day of November, 2016, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and the Forest Grove Vol. Fire Company, a municipal corporation of the State of New Jersey ("Fire Company").

RECITALS

1. 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;
2. The Forest Grove Vol. Fire Company ("Fire Company") is a municipal corporation of the State of New Jersey with offices located at 1635 Forest Grove Road, Vineland, New Jersey 08360;
3. County and Franklin Township have entered into a Shared Services Agreement ("Shared Services Agreement"), which is referred to and incorporated herein. Pursuant to the Shared Services Agreement, the County has agreed to provide to the Municipality emergency medical services consisting of basic life support ambulance services;
4. Consistent with the terms of that Shared Services Agreement, Fire Company has agreed to lease to County its ambulance shelter/office premises, described below which Fire Company currently owns;
5. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements;
6. Accordingly, County and Fire Company wish to enter into this Lease Agreement based on the terms and provisions which are set forth in this Agreement.

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

AGREEMENT TO LEASE

1. **PREMISES RENTED:** The premises rented consists of a portion of the premises located 1635 Forest Grove Road, Vineland, New Jersey 08360. The County will be housing QRV 3 there and sharing office space and common areas.
2. **TERM.** The term of this Lease shall be for a period not to exceed 90 days. This Lease Agreement is effective September 15, 2016.

It is the intention of the parties that the term of this lease shall be coincident with the term of the Shared Services Agreement. Accordingly, if the Shared Services Agreement between the County of Gloucester and the Township of Franklin is terminated by either party, then this Lease Agreement shall be deemed to be terminated simultaneously.

In addition, the County may, if it deems it appropriate to its continued provision of services pursuant to the Shared Services Agreement, terminate this lease by notice to the Fire Company, provided as set forth below, which notice shall be provided at least 30 days prior to the date chosen for termination. The County may therefore terminate this Lease without simultaneously terminating the Shared Services Agreement.

3. **RENT.** As the total rent for the premises for the total term of the lease, County shall pay to Fire Company the sum of \$1.00. The parties specifically acknowledge that further significant consideration for the making of this Agreement is the services that shall be provided to Township of Franklin consistent with the terms and provisions of the Shared Services Agreement, for which services Franklin Township is not obligated to pay any compensation.
4. **USE.** County may use the premises to operate a basic life support ambulance service, as that service is further described in the Shared Services Agreement.

5. **WASTE, NUISANCE, OR UNLAWFUL ACTIVITY.** County shall not allow any waste or nuisance on the premises. County shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.

6. **EASEMENT, AGREEMENTS OR ENCUMBRANCES.** The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises. Fire Company will notify County of any easements, agreements, or encumbrances of which they have knowledge. Fire Company covenants that the premises may legally be used for the operation of the basic life support ambulance service.

7. **INSURANCE.** The County shall at all times during the term of this Lease maintain hazard insurance and liability coverage insurance on the portion of the premises occupied by the County. Fire Company shall be named as an additional insured. Fire Company shall maintain hazard insurance and liability insurance on the remainder of the building.

8. **COUNTY REPAIRS.** County shall, at its sole cost and expense, maintain and repair all parts of the leased premises which it occupies and for which Fire Company is not expressly responsible, and shall maintain the premises in a reasonably good condition.

9. **UTILITIES.** County will be responsible for the 25% of the total bills for all utilities and the County will reimburse the Fire Company for the utility charges.

10. **QUIET ENJOYMENT.** Fire Company covenants and agrees that it has the full and unrestricted right and lawful authority to make and enter into this Lease. County, upon paying said rent and other charges herein and otherwise fully and punctually performing all the other terms and conditions imposed on County, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised for the term aforesaid free from disturbance by the Fire Company or anyone claiming by, through or under the Fire Company.

11. **INDEMNITY.** County shall indemnify save and hold harmless Fire Company from and against any and all claims or liability for injury or damage to any person or property occurring in or about the premises occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by County, its agents, servants, employees and invitees. Nothing contained herein shall absolve Fire Company for any injuries or damage caused by Fire Company's negligence or the negligence of Fire Company's agents, servants or employees. Fire Company will maintain appropriate owner's liability insurance and Fire Company shall indemnify save and hold harmless County from and against any and all claims or liability for injury or damage to any person or property occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by Fire Company, its agents, servants, employees and invitees.

12. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to any and all encumbrances created by any bond financing, the purpose and part of which was to acquire or improve the premises.

13. **WAIVER.** The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or operation herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

14. **SURRENDER OF POSSESSION.** County shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to Fire Company free of sub tenancies, including all buildings, additions, and improvements constructed or placed thereon by County, except movable trade fixtures, all in reasonably good condition and repair with regard to those portions of the premises which County has been required to maintain and repair. County shall, if not in default hereunder, remove its equipment, goods, trade fixtures, and effects and those of all persons claiming by, through or under it, provided that such removal does not cause irreparable damage to the premises.

In the event that pursuant to this Agreement, County makes any improvements to the premises then, upon the termination of this Lease, Fire Company shall reimburse County for the prorated value (based on the remaining useful life) of the cost of improvements

15. NOTICES. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight commercial courier service to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Notices may also be given by facsimile transmission weekdays (exclusive of County legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the County:

Chad Bruner, County Administrator
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

With copy to:

Thomas G. Campo, First Assistant County Counsel
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

If to Fire District:

Forest Grove Vol. Fire Company
Attn: Mark Mastro, President
1635 Forest Grove Road
Vineland, New Jersey 08360

Either party may, by notice given as described above, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or (if by other than personal delivery) first attempted delivery.

16. **MAINTENANCE OF LAWNS AND SNOW REMOVAL AND FOR TRASH REMOVAL.** Fire Company will be responsible for the maintenance of lawns and for snow and trash removal for any stand alone building which is the subject of this Lease Agreement. Fire Company shall provide trash pick up services at the premises.

17. **DISPUTE RESOLUTION.**

- 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 Fire Company 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, County shall continue to perform the services described in this Agreement.

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

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

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

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

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

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

18. TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS. This Lease contains the entire agreement between the Parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

19. APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

20. SEVERABILITY. If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

IN WITNESS HEREOF, Fire District and County have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FOREST GROVE VOL. FIRE COMPANY

B-2

**RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS FROM
OCTOBER 4, 2016 TO OCTOBER 3, 2017**

WHEREAS, the County of Gloucester has advertised for the receipt of public bids for the purchase of medical supplies and products in regard to Emergency Medical Services (EMS) provided within the County, pursuant to PD-016-049; and

WHEREAS, after following proper bidding procedure, it was determined that Quad Med, Inc., of 11210-1 Phillips Industrial Boulevard, Jacksonville, Florida 32256 was one of lowest responsive and responsible bidders to perform said supplies for items 2, 4-14, 16, 18-20, 22, 23, 25-30, 149-153, in an amount not to exceed \$7,500.00 per year; and

WHEREAS, after following proper bidding procedure, it was determined that Moore Medical, LLC, of 1690 New Briton Avenue, Farmington, Connecticut 06032 was one of the lowest responsive and responsible bidders to provide said supplies for items 32-35, 37-40, 42-50, 52, 55-59, 61-65, 67-76, in an amount not to exceed \$10,000.00 per year; and

WHEREAS, after following proper bidding procedure, it was determined that Henry Schein, Inc., with a mailing address of P.O. Box 3227, Irmo, South Carolina 29063 was one of the lowest responsive and responsible bidders to perform said supplies for items 78-82, 84, 86-94, 96-101, 103-114, 116-119, in an amount not to exceed \$20,000.00 per year; and

WHEREAS, after following proper bidding procedure, it was determined that VE Ralph & Son, Inc., with a mailing address of P. O. Box 663, 320 Schuyler Avenue, Kearny, New Jersey 07032 was one of the lowest responsive and responsible bidders to perform said supplies for items 121, 123-130, 132-136, 138, 140, 142-144, 146, 147, 154, 155, in an amount not to exceed \$10,000.00 per year; and

WHEREAS, after following proper bidding procedure, it was determined that Common Cents EMS Supply, LLC, of 304 Boston Post Road, Old Saybrook, Connecticut 06475 was one of the lowest responsive and responsible bidders to perform said supplies for items 157, 158, 159, 161-167, 169, 171, 173, 175, 176, 178, 180-189, in an amount not to exceed \$10,000.00 per year; and

WHEREAS, each contract shall be for estimated units of service, on an as-needed basis, from October 7, 2016 to October 6, 2017 (with the option to extend for two (2) one year terms or one (1) two year term). The contracts are therefore open-ended, which does not obligate the County of Gloucester to make any purchases; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2017 is conditioned upon the approval of the 2017 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the 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 contracts, for the purchase of consumable emergency medical supplies and products, pursuant to PD-016-049 in accordance with and pursuant to the bids submitted and the specifications promulgated by the County, with Quad Med, Inc., in an amount not to exceed \$7,500.00 per year; Moore Medical, LLC, in an amount not to exceed \$10,000.00 per year; Henry Schein, Inc., in an amount not to exceed \$20,000.00 per year; VE Ralph & Son, Inc., in an amount not to exceed \$10,000.00 per year; Common Cents EMS Supply, LLC, in an amount not to exceed \$10,000.00 per year, from October 7, 2016 to October 3, 2017 (with the option to extend for two (2) one year terms or one (1) two year term); and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2016, at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

**CONTRACT BETWEEN
QUADMED, INC.
AND
COUNTY OF GLOUCESTER**

Bz

THIS CONTRACT is made effective the 9TH day of **November, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **QUADMED, INC.**, with a mailing address of 11210-1 Phillips Industrial Boulevard, Jacksonville, Florida 32256, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of consumable emergency medical supplies and products in regard to Emergency Medical Services (EMS) to provided by Gloucester County, as set forth in **PD-016-049**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for a period of one (1) year from October 7, 2016 to October 6, 2017 (with the option to extend for two (2) one (1) year terms or one (1) two (2) year term).
2. **COMPENSATION**. Contract may be estimated units of service, to provide said supplies, which shall be as set forth in Attachment A, which is attached hereto and made a part of this contract, in the amount not to exceed \$7,500.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract beyond the first three (3) months of 2017 is conditioned upon the approval of the 2016 Gloucester County Budget.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-016-049, on Items 2, 4-14, 16, 18-20, 22, 23, 25-30, 149-153, which is incorporated herein and made a part hereof by reference and Attachment A. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the 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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the 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 Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

11. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of 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 Vendor shall be suspended without liability for the period during which the County is so prevented.

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

14. **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.** Vendor shall at 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-016-049, the bidder's bid package (all of which are referred to and incorporated herein) and Attachment A. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 9th day of October, 2016.

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

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

QUADMED, INC.

BY:
TITLE:

ATTACHMENT A

	ITEM DESCRIPTION	Vendor Item #	QUAD MED
1			
2	Oxygen Cylinder Wrench	EAW-2818	\$ 0.47
3	Nasal Airways: (Robertazzi style)		
4	16 fr	EAW-241601-S	\$ 15.40
5	18 fr	EAW-241801-S	\$ 15.40
6	20 fr	EAW-242001-S	\$ 15.40
7	22 fr	EAW-242201-S	\$ 15.40
8	24 fr	EAW-242401-S	\$ 15.40
9	26 fr	EAW-242601-S	\$ 15.40
10	28 fr	EAW-242801-S	\$ 15.40
11	30 fr	EAW-243991-S	\$ 15.40
12	32 fr	EAW-243201-S	\$ 15.40
13	34 fr	EAW-243401-S	\$ 15.40
14	36 fr	EAW-243601-S	\$ 15.40
15	Suction Canisters:		
16	On-Board (Sccor)	EAW-2220	\$ 131.52
17	Manual Suction Canisters:		
18	Neonate / Pediatric	EAW-2235	\$ 13.41
19	Soft Yankauer	EAW-2233	\$ 13.41
20	Rigid Yankauer	EAW-2234	\$ 14.40
21			
22	Eye Pads	EFA-1119	\$ 0.96
23	"Sam" Splint	ESP-633600-OR	\$ 3.32
24			
25	Adult B/P Cuff	EDI-730100	\$ 5.65
26	Infant B/P Cuff	EDI-730003	\$ 6.75
27	Bulb Syringe	EFA-5401	\$ 0.75
28	EMS Sheers (Medicut 7 1/4")	EMI-7260-BK	\$ 0.70
29	Convenience Bags	EIC-700010	\$ 225.60
30	Padded Board Splint (large) 54 inch	ESP-1854	\$ 3.90
148	Cervical Collars:		
149	Philly - Child	ECO-3781	\$ 3.83
150	Philly - Small	ECO-3780	\$ 3.83
151	Philly - Medium	ECO-3783	\$ 3.83
152	Philly - Large	ECO-3784	\$ 3.83
153	Philly - XLarge	ECO-3785	\$ 3.83

\$ 7,500.00

**CONTRACT BETWEEN
MOORE MEDICAL, LLC
AND
COUNTY OF GLOUCESTER**

B-2

THIS CONTRACT is made effective the 9TH day of **November, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **MOORE MEDICAL, LLC**, with a mailing address of 1690 New Briton Avenue, Farmington, Connecticut 06032, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of consumable emergency medical supplies and products in regard to Emergency Medical Services (EMS) to provided by Gloucester County, as set forth in **PD-016-049**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for a period of one (1) year from October 7, 2016 to October 6, 2017 (with the option to extend for two (2) one (1) year terms or one (1) two (2) year term).
2. **COMPENSATION**. Contract may be estimated units of service, to provide said supplies, which shall be as set forth in Attachment A, which is attached hereto and made a part of this contract, in the amount not to exceed \$10,000.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract beyond the first three (3) months of 2017 is conditioned upon the approval of the 2017 Gloucester County Budget.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-016-049, on Items 32-35, 37-40, 42-50, 52, 55-59, 61-65, 67-76, which is incorporated herein and made a part hereof by reference and Attachment A. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the 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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the 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 Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

11. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of 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 Vendor shall be suspended without liability for the period during which the County is so prevented.

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

14. **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.** Vendor shall at 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-016-049, the bidder's bid package (all of which are referred to and incorporated herein) and Attachment A. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 9th day of November, 2016.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MOORE MEDICAL, LLC

**BY:
TITLE:**

ATTACHMENT A

ITEM DESCRIPTION		Moore Medical
31		
32	Oxygen Cylinder Wrench	16.50
33	Adult Partial Non-rebreather Mask	16.50
34	Pediatric Partial Non-rebreather Mask	16.50
35	Oxygen Prefilled Humidifier	39.00
36	Nasal Airways (Robtazzi style)	
37	12 fr	20.00
38	14 fr	20.00
39	Sterile Lubricating Jelly (for above)	5.00
40	Suction Tubing	18.50
41		
42	5 X 9's Individually wrapped	6.25
43	2" Kling Individually wrapped	6.25
44	3" Kling Individually wrapped	6.25
45	1" Tape	5.69
46	2" Tape	5.69
47	3" Tape	5.69
48	DynaStopper	2.10
49	Trauma Dressing 12 X 30	13.50
50	Asherman Chest Seals	36.70
51	Sterile Water	
52	1000 cc	32.20
53		
54	Gloves	
55	Small	71.00
56	Medium	71.00
57	Large	71.00
58	X-Large	71.00
59	Cover Gowns	12.00
60	HEPA Masks (N95)	
61	Regular	16.45
62	Small	16.45
63	Medium	16.45
64	Large	16.45
65	Equipment Disinfection Wipes	65.16
66		
67	"AA" Batteries	6.97
68	"AAA" Batteries	6.97
69	9 Volt Batteries	11.30
70	Disposable Pillow Case	13.49

71	Phillips AED Pad Cartridge	\$ 36.70
72	Phillips AED Pad Cartridge - Pedi	\$ 59.00
73	Phillips AED Battery	\$ 18.50
74	Padded Board Splint (small) 15 inch	\$ 20.05
75	Posey Non- Locking Twice as tough CUFFS Wrist	\$ 28.16
76	Posey Non- Locking Twice as tough CUFFS Ankle	\$ 28.46

\$ 15,000.00

**CONTRACT BETWEEN
HENRY SCHEIN, INC.
AND
COUNTY OF GLOUCESTER**

BZ

THIS CONTRACT is made effective the 9TH day of **November, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **HENRY SCHEIN, INC.**, with a mailing address of P. O. Box 3227, Irmo, South Carolina 29063, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of consumable emergency medical supplies and products in regard to Emergency Medical Services (EMS) to provided by Gloucester County, as set forth in **PD-016-049**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for a period of one (1) year from October 7, 2016 to October 6, 2017 (with the option to extend for two (2) one (1) year terms or one (1) two (2) year term).

2. **COMPENSATION**. Contract may be estimated units of service, to provide said supplies, which shall be as set forth in Attachment A, which is attached hereto and made a part of this contract, in the amount not to exceed \$20,000.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract beyond the first three (3) months of 2017 is conditioned upon the approval of the 2017 Gloucester County Budget.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-016-049, on Items 78-82, 84, 86-94, 96-101, 103-114, 116-119, which is incorporated herein and made a part hereof by reference and Attachment A. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the 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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

damages due the County from the Vendor is determined.

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

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

8. **NO ASSIGNMENT OR SUBCONTRACT**. This Contract may not be assigned nor subcontracted by the 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 Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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**. Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

11. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of 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 Vendor shall be suspended without liability for the period during which the County is so prevented.

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

14. **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.** Vendor shall at 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree

with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-016-049, the bidder's bid package (all of which are referred to and incorporated herein) and Attachment A. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 9th day of November, 2016.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

HENRY SCHEIN, INC.

**BY:
TITLE:**

ATTACHMENT A

	ITEM DESCRIPTION	Henry Schein
77		
78	Adult BVM	100.74
79	Pediatric BVM	64.85
80	Adult Nasal Canula	8.83
81	Pediatric Nasal Canula	8.83
82	First Responder Kit	73.78
83	Soft Suction Catheters	
84	Yankauer Suctions Catheters w/ tubing (vented)	10.01
85		
86	2 X 2's Individually wrapped	0.34
87	4 X 4's Individually wrapped	0.55
88	8 X 10's Individually wrapped	2.22
89	Triangular Individually wrapped	2.05
90	Butterfly Closures	1.71
91	Pediatric Band-Aids	3.59
92	Adhesive Bandage 3/4 X 3	0.18
93	Adhesive Bandage 2 X 4 1/2	1.37
94	Burn Sheets 60 X 96	1.33
95		
96	HEPA Masks (N95)	
97	Small	15.84
98	Ear Loop Mask w/ Extended Face Shield	10.56
99	Vionex Towelletes	8.10
100	Vionex No Rinse Gel	5.02
101	Hype-Wipe Bleach Pads	18.58
102		
103	Ice Packs 5 X 9 (loose)	4.24
104	Hot Packs 5 X 9 (loose)	6.29
105	Lg. Adult B/P Cuff	16.74
106	Child B/P Cuff	6.08
107	AED Electrodes (LP 12/15 Compatible)	181.91
108	Bite Sticks	2.46
109	Pen Lights	3.15
110	Oral Glucose	10.01
111	Compartment Seals	11.28
112	Emergency Blankets	4.33
113	Red Bags small (24 X 24)	14.52
114	Red Bags large (30 X 44)	30.30
115	Cervical Collars	
116	Stiffneck Select Adult	248.00
117	Stiffneck Select Pediatric	69.24

118	Stifneck Pediatric	20,000.00
119	Stifneck Baby No Neck	20,000.00

20,000.00

**CONTRACT BETWEEN
VE RALPH & SON, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 9TH day of **November, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **VE RALPH & SON, INC.**, with a mailing address of 320 Schuyler Avenue, Kearny, New Jersey 07032, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of consumable emergency medical supplies and products in regard to Emergency Medical Services (EMS) to provided by Gloucester County, as set forth in **PD-016-049**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one (1) year from October 7, 2016 to October 6, 2017 (with the option to extend for two (2) one (1) year terms or one (1) two (2) year term).
2. **COMPENSATION.** Contract may be estimated units of service, to provide said supplies, which shall be as set forth in Attachment A, which is attached hereto and made a part of this contract, in the amount not to exceed \$10,000.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract beyond the first three (3) months of 2017 is conditioned upon the approval of the 2017 Gloucester County Budget.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall be as set forth in specifications identified as PD-016-049, on Items 121, 123-130, 132-136, 138, 140, 142-144, 146, 147, 154, 155,, which is incorporated herein and made a part hereof by reference and Attachment A. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the 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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

damages due the County from the Vendor is determined.

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

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

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the 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 Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

11. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of 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 Vendor shall be suspended without liability for the period during which the County is so prevented.

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

14. **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.** Vendor shall at 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree

with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-016-049, the bidder's bid package (all of which are referred to and incorporated herein) and Attachment A. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 9th day of November, 2016.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

VE RALPH & SON, INC.

**BY:
TITLE:**

ATTACHMENT A

	ITEM DESCRIPTION	Vendor Part #	VE Ralph
120			
121	Infant BVM	540212000	\$ 148.80
122	Oral Airways: (Color Coded, Berman style)		
123	#00 (40 mm)	121801	\$ 6.80
124	#0 (50 mm)	121850	\$ 6.80
125	#1 (60 mm)	121802	\$ 6.80
126	#2 (70 mm)	121870	\$ 6.80
127	#3 (80 mm)	121803	\$ 6.80
128	#4 (90 mm)	122804	\$ 6.80
129	#5 (100 mm)	121805	\$ 6.80
130	#6 (110 mm)	121806	\$ 6.80
131	Suction Canisters:		
132	Portable Tubing & Catheter	2480-36	\$ 30.25
133	Replacement Canister for Quickdraw	2480-20	\$ 237.50
134	Sscor Quickdraw replacement Battery	80613-100	\$ 19.95
135	Sscor VX2 replacement Batteries	80635	\$ 35.95
136	Sscor EVX Replacment Batteries	80638	\$ 35.95
137			
138	3 X 3's Individually wrapped	333	\$ 61.92
139	Saline:		
140	1000 cc	2F7124	\$ 33.00
141			
142	Vionex Liquid Soap 18oz	10-1518	\$ 8.19
143	Disinfectant Spray	13.5024	\$ 92.28
144	Spray Cleaner	6520	\$ 63.50
145			
146	Baby Bunting	18-608123	\$ 1.99
147	Patient Pillow	51107-553	\$ 25.30
154	Disposable Longboard Straps	CPL402	\$ 205.00
155	Soft-W Tactical Tourniquet	SOFTT-W	\$ 24.29

10,000.00

**CONTRACT BETWEEN
COMMON CENTS EMS SUPPLY, LLC
AND
COUNTY OF GLOUCESTER**

B-2

THIS CONTRACT is made effective the 9TH day of **November, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **COMMON CENTS EMS SUPPLY, LLC**, with a mailing address of 304 Boston Post Road, Old Saybrook, Connecticut 06475, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of consumable emergency medical supplies and products in regard to Emergency Medical Services (EMS) to provided by Gloucester County, as set forth in **PD-016-049**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one (1) year from October 7, 2016 to October 6, 2017 (with the option to extend for two (2) one (1) year terms or one (1) two (2) year term).
2. **COMPENSATION.** Contract may be estimated units of service, to provide said supplies, which shall be as set forth in Attachment A, which is attached hereto and made a part of this contract, in the amount not to exceed \$10,000.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract beyond the first three (3) months of 2017 is conditioned upon the approval of the 2017 Gloucester County Budget.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall be as set forth in specifications identified as PD-016-049, on Items 157, 158, 159, 161-167, 169, 171, 173, 175, 176, 178, 180-189, which is incorporated herein and made a part hereof by reference and Attachment A. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the 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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the 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 Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

11. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of 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 Vendor shall be suspended without liability for the period during which the County is so prevented.

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

14. **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.** Vendor shall at 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-016-049, the bidder's bid package (all of which are referred to and incorporated herein) and Attachment A. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 9th day of November, 2016.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COMMON CENTS EMS SUPPLY, LLC

**BY:
TITLE:**

ATTACHMENT A

	ITEM DESCRIPTION	Vendor Part #	Common Cents
156	O2 GEN AIRWAY		
157	O2 Supply Tubing	O2TUB	\$ 15.83
158	Adult Trach Collar	ATRACH	\$ 0.78
159	Pediatric Trach Collar	PTRACH	\$ 0.94
160	Soft Suction Catheters:		
161	6 fr	CATH6X	\$ 0.20
162	8 fr	CATH8X	\$ 0.20
163	10 fr	CATH10X	\$ 0.20
164	12 fr	CATH12X	\$ 0.20
165	14 fr	CATH14X	\$ 0.20
166	16 fr	CATH16X	\$ 0.20
167	18 fr	CATH18X	\$ 0.20
168	DRESSING / BANDAGING		
169	Petroleum Gauze	DYNAPG3X9X	\$ 5.37
170	Sterile Water:		
171	250 cc	SWMCK250	\$ 61.09
172	Saline:		
173	250 cc	SCMCK250	\$ 49.83
174	PERSONAL PROTECTION:		
175	Infection Control Kits	PIK	\$ 1.72
176	Shoe Covers	SHOE	\$ 16.07
177	HEPA Masks: (N95)		
178	Safety Glasses	99910	\$ 1.40
179	OTHER		
180	Stethoscope (Sprague Rappaport)	22S	\$ 5.68
181	Adult/Ped SPO2 Sensors (Tuffsatt Compatible)	OXY-AP-25	\$ 321.44
182	Cable for Above	OXY-OL-1	\$ 63.14
183	Adult/Ped SPO2 Sensors (Tuffsatt Compatible)	OXY-AF-10	\$ 171.05
184	Adult SpO2 Sensor	OXY-F1-H	\$ 172.20
185	Safety Razors	GALLANT	\$ 17.22
186	Ring Cutter	RING	\$ 3.73
187	Bee Sting/Medicaine Swabs	STING	\$ 2.00
188	OB Kit (NJ OEMS Approved)	NJOB	\$ 8.29
189	Padded Board Splint (medium) 36 inch	1836	\$ 2.84

10,000.00

B-3

RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO RANSOME, FOR \$46,999.00

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 emergency repair work on the Neptune System including the removal and installation of C16 and C9 radiator with a new custom built radiator, radiator hoses with clamps, thermostats with gaskets and perform a coolant flush & refill unit with new coolant was made by the County to Ransome; and

WHEREAS, the said contract was exempt from public bidding, as it was required for emergency repair work on the Neptune equipment 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 Ransome, with a mailing address of 2975 Galloway Road, Bensalem, Pennsylvania 19020 for emergency repair work on the Neptune equipment as needed for a total amount of \$46,999.00, from October 12, 2016 to April 11, 2017; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the emergency provisions in the amount of \$46,999.00, pursuant to C.A.F. #16-08802, which amount shall be charged against budget line item 6-01-35-470-001-20201.

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 Ransome, 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 Ransome, in the total amount of \$46,999.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
RANSOME**

B3

THIS CONTRACT is made effective this **9TH** day of **November, 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 **RANSOME**, with a mailing address of 2975 Galloway Road, Bensalem, Pennsylvania 19020, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there existed a need for the County to contract for emergency repair work on the Neptune System; 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 six (6) months from October 12, 2016 to April 11, 2017.
2. **COMPENSATION**. Contractor shall be compensated in accordance with the Contractor's quote, quote number 118206-3, dated October 12, 2106, as submitted for required emergency repair and services, for a total amount of \$46,999.00.

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 **November 9, 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:

RANSOME

BY:
TITLE:

ATTACHMENT A



Quote No: 118206 - 3

GLOUCESTER CNTY PURCH DEPT
 COUNTY BUILDING DELAWARE ST 3RD FL PURCH.
 WOODBURY, NJ

CUSTOMER	CONTACT	PHONE NO.	FAX NO.	EMAIL
1352915	Mike Gallagher	856-404-2161		mgallagher@co.gloucester.nj.us
QUOTE NO.	P.O. NO.	DATE	WORK ORDER NO.	
118206		10/12/2016		
MAKE	MODEL	SERIAL NO.	UNIT NO.	
AA	C16	BFM0052		
SCOPE OF WORK				
REMOVE & INSTALL/REPLACE C16 AND C9 RADIATOR WITH NEW CUSTOM BUILT RADIATOR, RADIATOR HOSES WITH CLAMPS, THERMOSTATS WITH GASKETS AND PERFORM A COOLANT FLUSH & REFILL UNIT WITH NEW COOLANT. CUSTOMER WILL RUN AND FIELD TEST THE UNIT WITH A RANSOME TECHNICIAN PROVIDING STAND-BY SERVICE.				

TOTAL 46,999.00

This quote will expire 30 days from the above quote date.

STANDARD EXCLUSIONS:

- Taxes

"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, Authorized Name _____ Please Print.

Date ____/____/____.

Signature

Any Question? Please Call Vince Root at 215-244-3893

Fax # 215-245-2864

Email vroot@ransome.com

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

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

1. AN EMERGENCY CONDITION EXISTS IN Emergency Response Center
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON 6/29/2016 _____
(DATE) (TIME)

3. THE NATURE OF THE EMERGENCY IS:

The \$1.3 Million Neptune System is a regional fire suppression system purchased by the State of New Jersey and has been out of service since 6/29/2016. We had it evaluated on July 7, 2016. The extent of the damage was determined and we've been negotiating with the State of NJ to fund the repair. An MOU to that effect was presented to the Freeholders for October 5, 2016.

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

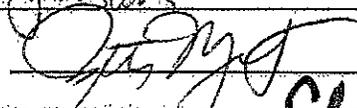
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE. Failure has occurred to the pump module causing the equipment to be out of service.

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 46,999.00

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.

DEPARTMENT HEAD  DATE _____

PURCHASING DIRECTOR  _____

APPROVED BY COUNTY ADMINISTRATOR  _____

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. 16-08802

ORDER DATE: 10/13/16
 REQUISITION NO: R6-09113
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

Pg 1

SHIP TO

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

VENDOR #: RANSO004

VENDOR

RANSOME
 2975 GALLOWAY ROAD
 PO BOX 8522
 BENSLEM, PA 19020

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Emergency repair work needed on the Neptune equipment as per proposal. Said work to be reimbursed by the State	6-01-35-470-001-20201 Contingent - Other Expense	46,999.0000	46,999.00
			TOTAL	46,999.00

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**

 TREASURER / CFO

 PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVING COPY

B-4

RESOLUTION RESCINDING THE BID AWARD TO XYLEM DEWATERING SOLUTIONS, INC. AND AWARING THE CONTRACT TO WARSHAUER GENERATORS, LLC

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of two (2) DX 90, Max 90KW Standby, Iveco Tier III, 3 POS Voltage Switch, Tandem Axle Trailer Mounted Generators (or approved equal) for the Gloucester County Department of Emergency Response; and

WHEREAS, bids were publicly received and opened on October 4, 2016; and

WHEREAS, on October 19, 2016, after following proper public bidding procedure, it was determined that Xylem Dewatering Solutions, Inc., with offices at 84 Floodgate Road, Bridgeport, New Jersey 08014 was the lowest responsive and responsible bidder, for a total amount of \$77,940.00; and

WHEREAS, the award must be rescinded, as the bidder is unable to fulfill the requirements of the bid; and

WHEREAS, therefore, the bid will awarded to the next lowest and responsible bidder, Warshauer Generator, LLC, with offices at 800 Shrewsbury Avenue, Tinton Falls, New Jersey 07724, for a total amount of \$83,257.00; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of \$83,257.00 pursuant to C.A.F.# 16-09323, which shall be charged against budget line item C-04-16-023-250-23210.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey that in accordance with the reasons set forth hereinabove, the contract awarded to Xylem Dewatering Solutions, Inc. by the Board of Chosen Freeholders on October 19, 2016 shall be hereby rescinded; 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 Warshauer Generator, LLC, for the purchase of two (2) AKSA APD-AT100 Trailer Mounted Generators with a four position Voltage Selector Switch, 180 Gallon Fuel Tank, 24 hour of run time at 100% Load, for the Gloucester County Department of Emergency Response, for \$83,257.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

**CONTRACT BETWEEN
WARSHAUER GENERATOR, LLC
AND
COUNTY OF GLOUCESTER**

BY

THIS CONTRACT is made effective the 9TH day of **November, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **WARSHAUER GENERATOR, LLC**, of 800 Shrewsbury Avenue, Tinton Falls, New Jersey 07724, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of two (2) DX 90, Max 90KW Standby, Iveco Tier III, 3 POS Voltage Switch, Tandem Axle Trailer Mounted Generators (or approved equal) for the Gloucester County Department of Emergency Response; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total amount of \$83,257.00, as set forth in Attachment A, which is attached hereto and made a part of this contract.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-016-055, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to reasonable costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to

employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

14. **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.
15. **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.
16. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
17. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This contract consists of this contract documents, and the specifications identified as PD-016-055, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the specifications shall prevail.

THIS CONTRACT is made effective this 9th day of November, 2016.

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

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

WARSHAUER GENERATOR, LLC

By:
Title:

ATTACHMENT A

<p>PD 16-055 Bid Opening 10/04/16 at 10:00 a.m.</p>			
<p>SPECIFICATIONS AND PROPOSAL FORM FOR THE PURCHASE OF TWO (2) DX 90, MAX 90KW STANDBY, IVECO TIER III, 3 POS VOLTAGE SWITCH, TANDEM AXLE TRAILER MOUNTED GENERATORS (OR APPROVED EQUAL) FOR THE GLOUCESTER COUNTY DEPARTMENT OF EMERGENCY RESPONSE AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-07-GC & 16GLCP</p>	<p>VENDOR: Xylem Dewatering Solutions, Inc. 84 Floodgate Road Bridgeport, NJ 08014 856-467-3636 856-467-4841 - Fax John Farrell, Regional Sales Mgr.</p>	<p>VENDOR: Atlantic Switch & Generator 4108 Sylon Blvd. Hainesport, NJ 08036 609-518-1900 609-518-1909 Fax David Poythess, Jr., Director of Sales</p>	<p>VENDOR: Warshauer Generator, LLC 800 Shrewsbury Avenue Tinton Falls, NJ 07724 732-741-6400 732-741-3866 - Fax James Dunn, Executive V.P.</p>
<p>DESCRIPTION</p>	<p>\$63,422.00</p>	<p>\$97,830.00</p>	<p>\$69,000.00</p>
<p>ADAPTERS (LISTED)</p>	<p>\$750.00</p>	<p>\$700.00</p>	<p>\$838.00</p>
<p>COUPLERS (LISTED)</p>	<p>\$1,587.00</p>	<p>\$5,900.00</p>	<p>\$1,805.00</p>
<p>RECEPTACLES (LISTED)</p>	<p>\$12,181.00</p>	<p>\$21,270.00</p>	<p>\$11,614.00</p>
<p>DELIVERY DATE</p>	<p>\$77,940.00</p>	<p>\$125,700.00</p>	<p>\$83,257.00</p>
<p>VARIATIONS: (if any)</p>	<p>45 Days ARO</p>	<p>Yes</p>	<p>Included</p>
<p>WILL YOU EXTEND YOUR PRICES TO LOCAL GOVERNMENT ENTITIES WITHIN THE COUNTY</p>	<p>Generator will be supplied with an IT4 EPA compliant engine.</p>	<p>YES</p>	<p>Providing (2) two AKSA APD-AT100 Trailer Mounted Generators with a four position Voltage Selector Switch. 180 Gallon Fuel Tank. 24 hour of run time at 100% Load. Unit specs sheet attached, additional information available upon request.</p>
<p>BID SPECIFICATIONS SENT TO:</p>	<p>Prime Vendor Norris Sales Company, Inc. Flag Service & Maintenance, Inc.</p>	<p>Deftek, Inc. Construction Journal Evergreen Specialty Services</p>	<p>Penn Jersey Machinery Bidnet</p>
<p>WILL YOU EXTEND YOUR PRICES TO LOCAL GOVERNMENT ENTITIES WITHIN THE COUNTY</p>	<p>YES</p>	<p>YES</p>	<p>YES</p>
<p>WILL YOU EXTEND YOUR PRICES TO LOCAL GOVERNMENT ENTITIES WITHIN THE COUNTY</p>	<p>Sincerely,</p>	<p>Kimberly Larer Purchasing Department</p>	<p>Xylem Dewatering Solutions, Inc., was awarded this contract as the lowest responsive, responsible bidder. However, Xylem notified the County that he cannot perform the duties of this contract. Therefore, I recommend Warshauer Generator LLC be awarded this contract as the second lowest responsive, responsible bidder.</p>

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. 16-09323

ORDER DATE: 10/27/16
REQUISITION NO: R6-09734
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO	GLOUC. CO COMMUNICATION CENTER 1200 N. DELSEA DR., BUILDING B CLAYTON, NJ 08312 856-307-7100
	VENDOR #: WARSH010
VENDOR	WARSHAUER GENERATOR, LLC 800 SHREWSBURY AVENUE TINTON FALLS, NJ 07724

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Two (2) AKSA APD-AT100 Trailer Mounted Generators with a four position voltage selector switch. 180 gallon fuel tank, 24 hour run time at 100% load.	C-04-16-023-250-23210 Generators	69,000.0000	69,000.00
1.00	Adapters - as specified	C-04-16-023-250-23210 Generators	838.0000	838.00
1.00	Couplers as specified	C-04-16-023-250-23210 Generators	1,805.0000	1,805.00
1.00	Receptacles as specified	C-04-16-023-250-23210 Generators	11,614.0000	11,614.00
			TOTAL	83,257.00

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>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>Janeen N. Munder</i> _____ TREASURER / CFO</p> <p><i>[Signature]</i> _____ PURCHASING DIRECTOR</p>

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC.
FOR \$1,613,080.35**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Resurfacing and Safety Improvements along W. Academy Street, CR608 from CR610 westerly to the Railroad Crossing and along Aura Road, CR610 from SR47 westerly to the Railroad Crossing in the Borough of Clayton; and CR 610 westerly from Railroad Crossing to CR 553 in the Township of Elk", Engineering Project #14-22 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on August 05, 2016; and

WHEREAS, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an address of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$1,613,080.35; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and the Contractor shall complete all work required for substantial completion of the Project within one hundred (100) calendar days after the issuance of the Notice to Proceed; and

WHEREAS, the Contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$1,613,080.35, pursuant to CAF #16-09260, which amount shall be charged against budget line items C-04-10-015-165-12242 for \$17,673.22; C-04-13-012-165-12242 for \$84,258.47; C-04-14-012-165-12242 for \$129,611.55; C-04-14-013-165-12242 for \$153,096.33; C-04-14-016-165-12242 for \$5,000.00; and, C-04-15-012-165-12242 for \$1,223,440.78.

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, a contract with South State, Inc. for the Project referenced hereinabove for the amount of \$1,613,080.35 per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

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

C-1

THIS CONTRACT is made effective this 9th day of **November 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 **SOUTH STATE, INC.**, a New Jersey Corporation, with offices at PO Box 68, 202 Reeves Road, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the construction of the "Resurfacing and Safety Improvements along W. Academy Street, CR608 from CR610 westerly to the Railroad Crossing and along Aura Road, CR610 from SR47 westerly to the Railroad Crossing in the Borough of Clayton; and CR 610 westerly from Railroad Crossing to CR 553 in the Township of Elk" Engineering Project #14-22 (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within One Hundred (100) calendar days after the issuance of the Notice to Proceed.
2. **COMPENSATION.** Contractor shall be compensated in the amount of \$1,613,080.35 for all labor and materials required to construct the Project, as per the Specifications issued by the County identified as 14-22 (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

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 Specifications, as well as all applicable laws and regulations.

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 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 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 subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.
If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.
- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

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

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

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

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

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

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

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

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.
- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.
20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
21. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.
22. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this **09th** day of **November 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

SOUTH STATE, 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

NO. 16-09260

Pg 1

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Gloucester Co Engineering Div.
1200 N. Delsea Dr, Bldg A Suite 3
Clayton, NJ 08312-1000
856.307.6600

VENDOR #: SOUTH290

**V
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SOUTH STATE INC
PO BOX 68
202 REEVES ROAD
BRIDGETON, NJ 08302

ORDER DATE: 10/25/16
REQUISITION NO: R6-07249
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/DL	14-22 Construction Contract for the Engineering Project "Resurfacing and Safety Improvements along W. Academy Street, CR608 from CR610 westerly to the Railroad Crossing and along Aura Road, CR610 from SR47 westerly to the Railroad Crossing in the Borough of Clayton; and CR 610 westerly from Railroad Crossing to CR 553 in the Township of Elk" Engineering Project 14-22	C-04-10-015-165-12242 Reconstruction Academy St CR553a (SA)	17,673.2200	17,673.22
1.00/DL	additional account/funds for above.	C-04-13-012-165-12242 Reconstruction Academy St CR553a (SA)	84,258.4700	84,258.47
1.00/DL	additional account/funds for above.	C-04-14-012-165-12242 Reconstruction Academy St CR553a (SA)	129,611.5500	129,611.55
1.00/DL	additional account/funds for above.	C-04-14-013-165-12242 Reconstruction Academy St CR553a (SA)	153,096.3300	153,096.33
1.00/DL	additional account/funds for above.	C-04-14-016-165-12242 Reconstruction Academy St CR553a (SA)	5,000.0000	5,000.00
1.00/DL	additional account/funds for above.	C-04-15-012-165-12242 Reconstruction Academy St CR610 (SA)	1,223,440.7800	1,223,440.78
	Engineering Project #14-22 Passed by Resolution: November 09, 2015			
			TOTAL	1,613,080.35

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**

Nancy H. Gendron
TREASURER / CFO

[Signature]
PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

Office of the County Engineer
County of Gloucester

Proposed Resurfacing and Safety Improvements along W. Academy Street, CR608 from CR610 westerly to the Railroad Crossing and along Auna Road, CR610 from SR47 westerly to the Railroad Crossing in the Borough of Clayton; and CR 610 westerly from Railroad Crossing to CR 553 in the Township of Elk
Engineering Project #14-22

Bid Date: Friday, August 05, 2016

Bid Time: 10:00 am

bidder 1 of 3

bidder 2 of 3

bidder 3 of 3

SUMMARY OF BIDS



SPECIFICATION NO. 14-22

Item No.	Description	Approx. Quantity	Unit	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Clearing Site	Dollar	Dollar	\$75,000.00	\$75,000.00	\$165,000.00	\$165,000.00	\$89,898.60	\$89,898.60	\$89,898.60
2	Monument	2	Unit	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00
3	Monument Box	2	Unit	\$750.00	\$375.00	\$500.00	\$250.00	\$500.00	\$250.00	\$1,000.00
4	Excavation, Unclassified	2,700	C.Y.	\$35.00	\$94,500.00	\$48.00	\$129,600.00	\$40.00	\$108,000.00	\$108,000.00
5	1-9 Soil Aggregate	50	C.Y.	\$25.00	\$1,250.00	\$20.00	\$1,000.00	\$35.00	\$1,750.00	\$1,750.00
6	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Dense-Graded Aggregate Base Course, 4" Thick	10,000	S.Y.	\$8.00	\$80,000.00	\$5.50	\$55,000.00	\$6.00	\$60,000.00	\$60,000.00
12	HMA Milling, 3" or Less	23,000	S.Y.	\$2.50	\$57,500.00	\$2.00	\$46,000.00	\$2.00	\$46,000.00	\$46,000.00
13	Polymerized Joint Adhesive	27,000	L.F.	\$0.01	\$270.00	\$0.01	\$270.00	\$0.01	\$270.00	\$270.00
14	Tack Coat	5,000	Gal	\$0.01	\$50.00	\$0.01	\$50.00	\$0.01	\$50.00	\$50.00
15	Hot Mix Asphalt 12.5M76 Surface Course, 2 1/2" Thick	4,900	Ton	\$69.00	\$338,100.00	\$70.00	\$343,000.00	\$75.00	\$367,500.00	\$367,500.00
16	Hot Mix Asphalt 19M64 Base Course, 4" Thick	2,300	Ton	\$65.00	\$149,500.00	\$62.00	\$142,600.00	\$65.00	\$149,500.00	\$149,500.00
17	Hot Mix Asphalt 9.5M64 Leveling Course	200	Ton	\$75.00	\$15,000.00	\$50.00	\$10,000.00	\$100.00	\$20,000.00	\$20,000.00
18	Hot Mix Asphalt Patch	110	Ton	\$1.00	\$110.00	\$40.00	\$4,400.00	\$0.01	\$1.10	\$1.10
19-25	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	14"x23" Reinforced Concrete Elliptical Pipe	50	L.F.	\$175.00	\$8,750.00	\$200.00	\$10,000.00	\$125.00	\$6,250.00	\$6,250.00
27	Underdrain, Type F	2,600	L.F.	\$40.00	\$104,000.00	\$24.50	\$63,700.00	\$35.00	\$91,000.00	\$91,000.00
28	Inlet, Type B	1	Unit	\$4,000.00	\$4,000.00	\$3,300.00	\$3,300.00	\$5,000.00	\$5,000.00	\$5,000.00
29	Reconstructed Inlet, Type B, Using New Casting	8	Unit	\$10,000.00	\$80,000.00	\$4,700.00	\$37,600.00	\$6,500.00	\$52,000.00	\$52,000.00
30	Bicycle Safe Grate	5	Unit	\$400.00	\$2,000.00	\$300.00	\$1,500.00	\$350.00	\$1,750.00	\$1,750.00
31	Curb Piece	6	Unit	\$300.00	\$1,800.00	\$250.00	\$1,500.00	\$400.00	\$2,400.00	\$2,400.00
32	RipRap Stone Slope Protection, 18" Thick (D ₅₀ = 9")	50	S.Y.	\$65.00	\$3,250.00	\$65.00	\$3,250.00	\$100.00	\$5,000.00	\$5,000.00
33	Inlet, Type C	6	Unit	\$4,000.00	\$24,000.00	\$4,500.00	\$27,000.00	\$5,000.00	\$30,000.00	\$30,000.00
34	24" Perforated Reinforced Concrete Pipe	184	L.F.	\$175.00	\$32,200.00	\$250.00	\$46,000.00	\$300.00	\$55,200.00	\$55,200.00
35	18" Reinforced Concrete End Section	5	Unit	\$1,500.00	\$7,500.00	\$1,100.00	\$5,500.00	\$2,000.00	\$10,000.00	\$10,000.00
36	18" Reinforced Concrete Pipe	152	L.F.	\$125.00	\$19,000.00	\$120.00	\$18,240.00	\$100.00	\$15,200.00	\$15,200.00
37	15" Reinforced Concrete Pipe	250	L.F.	\$130.00	\$32,500.00	\$115.00	\$28,750.00	\$100.00	\$25,000.00	\$25,000.00
38-40	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41	Chain-Link Fence, PVC-Coated Steel, 4' High	10	L.F.	\$200.00	\$2,000.00	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$1,500.00

SUMMARY OF BIDS



SPECIFICATION NO. 14-22

Item No.	Description	Approx. Quantity	Bidder 1 of 3			Bidder 2 of 3			Bidder 3 of 3		
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
42	Concrete Sidewalk, 4" Thick	300	S.Y.	\$95.00	\$28,500.00	\$80.00	\$19,000.00	\$85.00	\$19,500.00	\$19,500.00	
43	Hot Mix Asphalt Driveway, 2" Thick	250	S.Y.	\$30.00	\$7,500.00	\$20.00	\$5,000.00	\$30.00	\$7,500.00	\$7,500.00	
44	Concrete Driveway, Reinforced, 6" Thick	45	S.Y.	\$100.00	\$4,500.00	\$85.00	\$3,825.00	\$75.00	\$3,375.00	\$3,375.00	
45	Detectable Warning Surface (Brick Pavers)	15	S.Y.	\$200.00	\$3,000.00	\$290.00	\$4,350.00	\$300.00	\$4,500.00	\$4,500.00	
46	9" x 18" Concrete Vertical Curb	1,100	L.F.	\$32.00	\$35,200.00	\$55.00	\$60,500.00	\$25.00	\$27,500.00	\$27,500.00	
47	Removal of Beam Guide Rail	10	L.F.	\$50.00	\$500.00	\$5.40	\$54.00	\$1.43	\$14.30	\$14.30	
48-55	No Item	-	-	\$0.00	\$0.00	-	\$0.00	-	\$0.00	\$0.00	
56	Traffic Stripes, Long-Life, Epoxy Resin 4"	38,000	L.F.	\$0.28	\$10,080.00	\$0.28	\$10,080.00	\$0.30	\$10,800.00	\$10,800.00	
57	Traffic Markings, Thermoplastic	1,650	S.F.	\$2.85	\$4,702.50	\$2.90	\$4,785.00	\$3.00	\$4,950.00	\$4,950.00	
58	RPM, Mono-Directional, White Lens	25	Unit	\$25.00	\$625.00	\$25.00	\$625.00	\$25.00	\$625.00	\$625.00	
59	RPM, Bi-Directional, Amber Lens	125	Unit	\$25.00	\$3,125.00	\$25.00	\$3,125.00	\$25.00	\$3,125.00	\$3,125.00	
60	RPM, Bi-Directional, Blue Lens	5	Unit	\$25.00	\$125.00	\$25.00	\$125.00	\$25.00	\$125.00	\$125.00	
61	Regulatory Warning and Guide Sign	320	S.F.	\$26.00	\$8,320.00	\$30.00	\$9,600.00	\$26.00	\$8,320.00	\$8,320.00	
62	Reflective "U" Post Inserts	106	Unit	\$35.00	\$3,710.00	\$26.50	\$2,809.00	\$35.00	\$3,710.00	\$3,710.00	
63	Reset Water Valve Box	18	Unit	\$100.00	\$1,800.00	\$0.01	\$0.18	\$25.00	\$450.00	\$450.00	
64	Reset Existing Casing	16	Unit	\$300.00	\$4,800.00	\$450.00	\$7,200.00	\$500.00	\$8,000.00	\$8,000.00	
65	Reset Gas Valve Box	7	Unit	\$100.00	\$700.00	\$0.01	\$0.07	\$20.00	\$140.00	\$140.00	
66	Flexible Delineator, Ground Mounted	38	Unit	\$55.00	\$2,090.00	\$100.00	\$3,800.00	\$55.00	\$2,090.00	\$2,090.00	
67-70	No Item	-	-	\$0.00	\$0.00	-	\$0.00	-	\$0.00	\$0.00	
71	Topsoiling, 4" Thick	190	S.Y.	\$15.00	\$2,850.00	\$4.00	\$760.00	\$10.00	\$1,900.00	\$1,900.00	
72	Turf Repair Strip	14,000	L.F.	\$0.10	\$1,400.00	\$0.01	\$140.00	\$1.25	\$17,500.00	\$17,500.00	
73	Fertilizing and Seeding, Type A-3	190	S.Y.	\$1.00	\$190.00	\$2.00	\$380.00	\$1.00	\$190.00	\$190.00	
74	Heavy-Duty Silt Fence, Orange	180	L.F.	\$5.00	\$900.00	\$8.00	\$1,440.00	\$5.00	\$900.00	\$900.00	
75	Inlet Filter, Type 2, 2' x 4'	26	Unit	\$50.00	\$1,300.00	\$125.00	\$3,250.00	\$200.00	\$5,200.00	\$5,200.00	
76	Haybale	15	Unit	\$20.00	\$300.00	\$35.00	\$525.00	\$50.00	\$750.00	\$750.00	
77	Construction Driveway	120	Ton	\$0.01	\$1.20	\$10.00	\$1,200.00	\$15.00	\$1,800.00	\$1,800.00	
78-80	No Item	-	-	\$0.00	\$0.00	-	\$0.00	-	\$0.00	\$0.00	
81	Breakaway Barricade	20	Unit	\$0.01	\$0.20	\$0.01	\$0.20	\$0.01	\$0.20	\$0.20	
82	Drum	80	Unit	\$0.01	\$0.80	\$0.01	\$0.80	\$0.01	\$0.80	\$0.80	
83	Construction Barrier	65	L.F.	\$20.00	\$1,300.00	\$0.02	\$1.30	\$35.00	\$2,275.00	\$2,275.00	
84	Construction Signs	670	S.F.	\$9.00	\$6,030.00	\$11.00	\$7,370.00	\$12.00	\$8,040.00	\$8,040.00	
85	Flashing Arrow Board, 4' x 8'	8	Unit	\$10.00	\$80.00	\$0.01	\$0.08	\$100.00	\$800.00	\$800.00	
86	Traffic Control Truck with Mounted Crash Cushion	8	Unit	\$200.00	\$1,600.00	\$0.01	\$0.08	\$100.00	\$800.00	\$800.00	
87	Temporary Traffic Stripes	18,000	L.F.	\$0.08	\$1,440.00	\$0.18	\$3,240.00	\$0.20	\$3,600.00	\$3,600.00	
88	Police Traffic Directors	640	M.H.	\$60.00	\$38,400.00	\$60.00	\$38,400.00	\$60.00	\$38,400.00	\$38,400.00	
89	Portable Variable Message Sign	2	Unit	\$6,000.00	\$12,000.00	\$1,500.00	\$3,000.00	\$7,500.00	\$15,000.00	\$15,000.00	
90-95	No Item	-	-	\$0.00	\$0.00	-	\$0.00	-	\$0.00	\$0.00	

SUMMARY OF BIDS



SPECIFICATION NO. 14-22

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 3		Bidder 2 of 3		Bidder 3 of 3	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
96	Fuel Price Adjustment		Dollar	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
97	Asphalt Price Adjustment		Dollar	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
98-99	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100	4" Cement Lined Ductile Iron Pipe	35	L.F.	\$100.00	\$3,500.00	\$90.00	\$3,150.00	\$190.00	\$6,650.00
101	6" Cement Lined Ductile Iron Pipe	40	L.F.	\$93.00	\$3,720.00	\$90.00	\$3,600.00	\$300.00	\$12,000.00
102	8" Cement Lined Ductile Iron Pipe	1,960	L.F.	\$57.00	\$111,720.00	\$106.00	\$206,800.00	\$65.00	\$127,800.00
103	12" Cement Lined Ductile Iron Pipe	30	L.F.	\$145.00	\$4,350.00	\$110.00	\$3,300.00	\$275.00	\$8,250.00
104	6" x 6" Tee	2	Unit	\$300.00	\$600.00	\$600.00	\$1,200.00	\$750.00	\$1,500.00
105	4" x 8" Tee	1	Unit	\$250.00	\$250.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00
106	12" x 8" Tee	2	Unit	\$650.00	\$1,300.00	\$1,100.00	\$2,200.00	\$1,000.00	\$2,000.00
107	8" x 8" Tee	1	Unit	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$1,000.00	\$1,000.00
108	6" Bend, 45°	4	Unit	\$175.00	\$700.00	\$400.00	\$1,600.00	\$200.00	\$800.00
109	8" Bend, 22.5°	2	Unit	\$250.00	\$500.00	\$500.00	\$1,000.00	\$300.00	\$600.00
110	8" Bend, 11.25°	2	Unit	\$230.00	\$460.00	\$600.00	\$1,200.00	\$300.00	\$600.00
111	6" x 8" Reducer	3	Unit	\$210.00	\$630.00	\$450.00	\$1,350.00	\$250.00	\$750.00
112	8" Gate Valve	6	Unit	\$4,500.00	\$27,000.00	\$1,700.00	\$10,200.00	\$10,000.00	\$60,000.00
113	8" Gate Valve	4	Unit	\$1,800.00	\$7,200.00	\$1,250.00	\$5,000.00	\$9,000.00	\$36,000.00
114	4" Gate Valve	2	Unit	\$1,650.00	\$3,300.00	\$1,050.00	\$2,100.00	\$8,000.00	\$16,000.00
115	4" Cap (Complete)	2	Unit	\$70.00	\$140.00	\$180.00	\$320.00	\$120.00	\$240.00
116	6" Cap (Complete)	4	Unit	\$90.00	\$360.00	\$260.00	\$1,040.00	\$150.00	\$600.00
117	8" Cap (Complete)	1	Unit	\$125.00	\$125.00	\$290.00	\$290.00	\$185.00	\$185.00
118	Fire Hydrant (Complete)	2	Unit	\$8,000.00	\$16,000.00	\$7,500.00	\$15,000.00	\$10,000.00	\$20,000.00
119	1" Type K Copper Water Service (Complete)	35	Unit	\$1,600.00	\$56,000.00	\$900.00	\$31,500.00	\$1,500.00	\$52,500.00
120	1" Type K Copper Water Service for Church (Complete)	1	Unit	\$3,000.00	\$3,000.00	\$5,300.00	\$5,300.00	\$2,500.00	\$2,500.00
121	8" Coupling Restraint	5	Unit	\$375.00	\$1,875.00	\$700.00	\$3,500.00	\$400.00	\$2,000.00
122	Watermain Offset (Complete)	5	Unit	\$2,500.00	\$12,500.00	\$5,100.00	\$25,500.00	\$2,350.00	\$11,750.00
123	Excavation, Test Pit (If & Where Directed)	65	CY	\$0.01	\$0.65	\$10.00	\$650.00	\$25.00	\$1,625.00
				Total Bid	\$1,613,080.35	Total Bid	\$1,699,705.71	Total Bid	\$1,728,000.00

8.10.14

date

[Signature]
 Vincent M. Voltaggio, P.E.
 Gloucester County Engineer

C-2

**RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON
& VERNICK ENGINEERS, INC. FOR \$83,394.37**

WHEREAS, the County of Gloucester (hereinafter the "County") has need for construction management and inspection services for a specific road project known as the "Resurfacing and Safety Improvements along W. Academy Street, CR 608 from CR 610 westerly to the Railroad Crossing and along Aura Road, CR 610 from SR 47 westerly to the Railroad Crossing in the Borough of Clayton; and, CR 610 westerly from Railroad Crossing to CR 553 in the Township of Elk", Engineering Project #14-22 (hereinafter the "Project"); and

WHEREAS, the County requested proposals via RFP-016-042 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and with applicable law and regulations; and

WHEREAS, the evaluation, based on the established criteria, concluded that Remington & Vernick Engineers, Inc. with an office address of 232 Kings Highway East, Haddonfield, NJ 08033, made the most advantageous proposal and was qualified to provide said services for a total contract amount of \$83,394.37; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received; and

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$83,394.37, pursuant to CAF #16-09261, which amount shall be charged against budget line item C-04-15-012-165-12242.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, a contract with Remington & Vernick Engineers, Inc. for construction management and inspection services for the Project referenced herein above and set forth in RFP-016-042, subject to all conditions and requirements of the specifications for the Project, for a total contract amount of \$83,394.37 per the prices submitted in the proposal dated August 29, 2016, and contingent upon approval by the New Jersey Department of Transportation; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
REMINGTON & VERNICK, INC.**



THIS CONTRACT is made this 9th day of **November, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **REMINGTON & VERNICK ENGINEERS, INC.**, a New Jersey Corporation with offices at 232 Kings Highway East, Haddonfield NJ, 08033, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services for construction management and inspection services as per **RFP-016-042** for a road project known as the "Resurfacing and Safety Improvements along W. Academy Street, CR 608 from CR 610 westerly to the Railroad Crossing and along Aura Road, CR 610 from SR4 7 westerly to the Railroad Crossing in the Borough of Clayton; and, CR 610 westerly from Railroad Crossing to CR 553 in the Township of Elk", Engineering Project #14-22; and

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

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

2. **COMPENSATION**. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated August 29, 2016 which was submitted in response to the County's Request for Proposal, **RFP-016-042**. The Proposal is incorporated into and made part of this Contract by reference. Contractor shall be paid the total amount of **\$83,394.37**.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in **RFP-016-042**, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-016-042**.

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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the 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 and/or subcontractors.

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

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

The County shall review the 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 services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

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

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

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, **RFP-016-042** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-016-042**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP 16-042**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **19th** day of **November, 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:

REMINGTON & VERNICK, INC.

By: _____ *(print)*
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

NO. 16-09261

ORDER DATE: 10/25/16
REQUISITION NO: R6-09619
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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O**

Gloucester Co Engineering Div.
1200 N.Delsea Dr, Bldg A Suite3
Clayton, NJ 08312-1000
856.307.6600

**V
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N
D
O
R**

VENDOR #: REMIN010

REMINGTON & VERNICK
C/O FINANCE DEPARTMENT
79 GROVE STREET
HADDONFIELD, NJ 08033

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/DL	Engineering Project #14-22 RFP-016-042 Construction Management & Inspection Services for "Resurfacing and Safety Improvements along W. Academy Street, CR608 from CR610 westerly to the Railroad Crossing and along Aura Road, CR610 from SR47 westerly to the Railroad Crossing in the Borough of Clayton; and CR 610 westerly from Railroad Crossing to CR 553 in the Twp of Elk," Engineering Project #14-22 Passed by Resolution: November 09, 2016	C-04-15-012-165-12242 Reconstruction Academy St CR610 (SA)	83,394.3700	83,394.37
			TOTAL	83,394.37

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**

Tracey W. Henderson
TREASURER / CFO
[Signature]
PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION SUPPORTING THE 2016 TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION BY THE TOWNSHIP OF FRANKLIN

WHEREAS, the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority, the Delaware Valley Regional Planning Commission, and the South Jersey Transportation Planning Organization is administering the 2016 Transportation Alternatives Program (TAP) Grant; and

WHEREAS, the TAP provides Federal funding for community based “non-traditional” surface transportation projects to foster and advance more livable communities and promote alternative modes of transportation, and this program is available to all counties and municipalities in the State of New Jersey; and

WHEREAS, the Township of Franklin (Township) desires to apply to the NJDOT for TAP funding for a project to construct pedestrian facilities (Project) along West Boulevard, County Route 615, which Project will assist in promoting and encouraging pedestrian access and safety for residents; and

WHEREAS, it will be necessary for the Township to utilize the County’s right-of-way to complete the proposed Project; and

WHEREAS, the Office of the County Engineer and Planning Division of the Department of Public Works have reviewed the proposal by the Township and concur with the proposed Project; and

WHEREAS, the Board of Chosen Freeholders acknowledge use of the right-of-way and supports the proposed Project to benefit residents; and

WHEREAS, continual maintenance of the Project, once constructed, will be assumed by the Township upon completion of, and for the useful life of the Project; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that it hereby supports submission of the grant application for the 2016 Transportation Alternatives Program with the State of New Jersey Department of Transportation by the Township of Franklin; and

BE IT FURTHER RESOLVED that the Freeholder Director is authorized and directed to execute and the Clerk of the Board is authorized to attest to, any documents necessary to memorialize that the Board of Chosen Freeholders concurs with the application of the Township of Franklin.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

RESOLUTION SUPPORTING THE 2016 TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION BY THE TOWNSHIP OF MONROE

WHEREAS, the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority, the Delaware Valley Regional Planning Commission, and the South Jersey Transportation Planning Organization is administering the 2016 Transportation Alternatives Program (TAP) Grant; and

WHEREAS, the TAP provides Federal funding for community based “non-traditional” surface transportation projects to foster and advance more livable communities and promote alternative modes of transportation, and this program is available to all counties and municipalities in the State of New Jersey; and

WHEREAS, the Township of Monroe (Township) desires to apply to the NJDOT for TAP funding for a Project to construct pedestrian and bicycle facilities (Project) along Blue Bell Road, County Route 633 and crossing Malaga Road, County Route 659, which Project will assist in promoting and encouraging pedestrian and bicycle access and safety for residents; and

WHEREAS, it will be necessary for the Township to utilize the County’s right-of-way to complete the proposed Project; and

WHEREAS, the Office of the County Engineer and Planning Division of the Department of Public Works have reviewed the proposal by the Township and concur with the proposed Project; and

WHEREAS, continual maintenance of the Project, once constructed, will be assumed by the Township upon completion of, and for the useful life of the Project; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that it hereby supports submission of the grant application for the 2016 Transportation Alternatives Program with the State of New Jersey Department of Transportation by the Township of Monroe; and

BE IT FURTHER RESOLVED that the Freeholder Director is authorized and directed to execute and the Clerk of the Board is authorized to attest to, any documents necessary to memorialize that the Board of Chosen Freeholders concurs with the application of the Township of Monroe.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

RESOLUTION SUPPORTING THE 2016 TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION BY THE TOWNSHIP OF WOOLWICH

WHEREAS, the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority, the Delaware Valley Regional Planning Commission, and the South Jersey Transportation Planning Organization is administering the 2016 Transportation Alternatives Program (TAP) Grant; and

WHEREAS, the TAP provides Federal funding for community based “non-traditional” surface transportation projects to foster and advance more livable communities and promote alternative modes of transportation, and this program is available to all counties and municipalities in the State of New Jersey; and

WHEREAS, the Township of Woolwich (Township) desires to apply to the NJDOT for TAP funding for a project to construct pedestrian and bicycle facilities (Project) along High Hill Road, County Route 662, which Project will assist in promoting and encouraging pedestrian and bicycle access and safety for residents; and

WHEREAS, it will be necessary for the Township to utilize the County’s right-of-way to complete the proposed Project; and

WHEREAS, the Office of the County Engineer and Planning Division of the Department of Public Works have reviewed the proposal by the Township and concur with the proposed Project; and

WHEREAS, continual maintenance of the Project, once constructed, will be assumed by the Township upon completion of, and for the useful life of the Project; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that it hereby supports submission of the grant application for the 2016 Transportation Alternatives Program with the State of New Jersey Department of Transportation by the Township of Woolwich; and

BE IT FURTHER RESOLVED that the Freeholder Director is authorized and directed to execute and the Clerk of the Board is authorized to attest to, any documents necessary to memorialize that the Board of Chosen Freeholders concurs with the application of the Township of Woolwich.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

E-1

RESOLUTION AUTHORIZING THE PURCHASE OF BLOCK 102, LOT 9.01, IN THE TOWNSHIP OF FRANKLIN FROM THE ESTATE OF DANTE L. NAPOLI UTILIZING OPEN SPACE PRESERVATION TRUST FUNDS FOR \$231,500.00

WHEREAS, the County of Gloucester (hereinafter the "County"), a body politic and corporate of the State of New Jersey, has determined that it would be in the best interests of the County to purchase the land known as **Block 102, Lot 9.01** in the **Township of Franklin** (hereinafter the "Property") using Open Space Preservation Tax Funds; and

WHEREAS, **The Estate of Dante L. Napoli**, who holds title to the Property, which is approximately 21 acres, and located in the **Township of Franklin**, previously made application to the County seeking to have the County purchase same, and preserve it permanently as open space; and

WHEREAS, **The Estate of Dante L. Napoli**, has indicated a willingness to execute a conditional Agreement of Sale to convey the Property to the County, so that it may be preserved as such; and

WHEREAS, the County will be providing funds in the amount of \$231,500.00 for the said purchase; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$231,500.00, pursuant to CAF# 16-09388, which amount shall be charged against County budget line item T-03-08-509-372-20548.

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between The County and **the Estate of Dante L. Napoli** in regard to the purchase of the Property is hereby approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby is, authorized and directed;
2. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

E-1

Prepared By: Emmett Primas,
Assistant County Counsel,
County of Gloucester

AGREEMENT OF SALE FOR REAL ESTATE

**ESTATE OF DANTE L. NAPOLI, DECEASED
CARIN M. HAABAK, EXECUTRIX
(SELLER)**

TO

COUNTY OF GLOUCESTER

(BUYER)

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IN CONSIDERATION OF the mutual promises, covenants and conditions contained in this Agreement, the parties hereby agree as follows:

1. **Parties.** The parties to this Agreement, and their addresses, are as follows:

**SELLER: Estate of Dante L. Napoli, deceased,
Carin M. Haabak, Executrix
1284 Washington Ave.
Franklinville, NJ 08322,**

(hereinafter referred to as "Seller"); **and,**

**BUYER: County of Gloucester, a body politic and corporate of the State of New Jersey,
2 South Broad Street
Woodbury, NJ 08096,**

(hereinafter referred to as "Buyer").

2. **Agreement to Buy Property.** The Seller hereby agrees to bargain and sell to Buyer, and the Buyer hereby agrees to purchase from the Seller, the following property:

All of Seller's right, title and interest in and to the land, and any buildings and other improvements thereon, described as follows:

Tax Map Reference: Block 102, Lot 9.01
Street Address: Washington Ave.
Municipality: Township of Franklin
County: Gloucester
State: New Jersey

(hereinafter collectively referred to as the "Property").

3. **Payment.** The Buyer agrees to pay Seller the purchase price of Two Hundred Thirty One Thousand Five Hundred Dollars and Zero Cents (\$231,500.00) for the Property, as follows:

By government check, subject to any adjustments as set forth herein, as follows:

(a) Buyer, **County of Gloucester**, will pay Two Hundred Thirty One Thousand Five Hundred Dollars and Zero Cents (\$231,500.00).

4. **Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses, as of the date of closing: Taxes, water, sewer, rent, utilities, and any other municipal liens and charges.

5. **Physical Condition of Property.**

A. **Risk of Damage.** The property is being sold in "as is" condition. The Seller agrees to deliver the Property at closing in its present condition, except for reasonable wear and tear.

B. **Environmental.** The Buyer shall obtain a Phase I environmental audit of the Property, and provide a copy of the report to Seller within ninety (90) days of the full execution of this Agreement. If such audit and report reveal environmental conditions that would cost more than \$10,000.00 to further investigate and/or remediate, and Seller is unwilling to pay such costs, Buyer may elect to terminate this Agreement, or proceed with a Phase II investigation with the understanding that Buyer may then terminate this Agreement within ninety (90) days after Buyer's receipt of the Phase II environmental audit of the Property, if the Phase II audit reveals contamination that would cost more than \$10,000.00 to remediate. Buyer may elect to take the Property "as is". In the event Buyer does terminate the Agreement under this article, Buyer shall deliver to Seller copies of all environmental reports and studies received by Buyer within thirty (30) days of termination of this Agreement.

C. **Inspections.** The Seller agrees to permit the Buyer's appraisers, engineers, inspectors, and surveyors ("Buyer's Representatives") to inspect the Property at any reasonable time before closing. Buyer shall indemnify, defend and hold Seller harmless for any liability, claims or damages of any kind suffered as a result of inspections by Buyer or Buyer's Representatives on the Property.

6. **Quality of Title.**

A. **Type of Deed.** Seller agrees to transfer title to the Property by a Bargain and Sale Deed. It is understood by the Seller that the lands being conveyed herein are being purchased with Green Acres restrictions, and the Buyer herein agrees to accept these lands with the Green Acres restrictions against disposal, or diversion to a use for other than recreation and conservation purposes. Seller shall also provide a customary Affidavit of Title.

B. **Quality and Insurability of Title.**

(1) The title to be transferred shall be marketable title, and insurable at regular rates by a reputable title insurance company authorized and licensed to do business in the State of New Jersey. Title shall be subject to all existing utility easements and restrictions of record, if any. A violation of any restriction shall not be a reason for the Buyer refusing to complete settlement, as long as the title company insures the Buyer against actual loss at regular rates.

(2) Seller states to the best of Seller's knowledge, and without investigation, that there are no restrictions in any conveyance or plans or instruments of record which will prohibit the use of the Property for recreation and conservation purposes. Buyer shall be responsible to investigate and satisfy itself that there are no restrictions that would conflict with its intentions to use the Property for recreation and conservation purposes.

Buyer shall within ninety (90) days of the full execution of this Agreement, investigate if any restrictions so exist that would restrict Buyer from using the Property for recreation and conservation purposes; and if any such restrictions exist, to cancel this Agreement.

- (3) Seller states to the best of Seller's knowledge that any buildings or other improvements on the Property are within its boundary lines. Seller also states to the best of its knowledge that no improvements on adjoining properties extend across the boundary lines of the Property. This shall not apply to any fences or hedgerow which may coincide with the boundary lines.
 - (4) In the event that Seller is unable to transfer the quality of title required, and if Buyer is unwilling to accept Seller's title without a reduction of the purchase price, then Buyer or Seller may cancel this Agreement.
7. **Other Contingencies.** The Seller's obligation to perform its obligations, including but not limited to closing of title in accordance with this Agreement, is contingent upon the purchase price being sufficient to pay all of the Seller's obligations related to the Property, including but not limited to broker's commissions, Seller's portion of pro-rated taxes and assessments, and satisfaction of any outstanding claims or liens upon the Property.
8. **Closing.** The closing under this Agreement shall be held at a reputable title company of the Buyer's choosing within one hundred and fifty (150) days after Buyer's receipt of the Phase I environmental audit, unless a Phase II environmental audit is required, and ordered by the Buyer, as set forth herein. If a Phase II environmental audit is received, then closing shall be held within one hundred fifty (150) days of the Buyer's receipt of same. The parties agree to use best efforts to ensure that these dates will be met, or agree to a reasonable extension. Time is of the essence.
9. **Possession.** At closing, Buyer will be given possession of the Property. The Property shall be sold free of any leases, licenses, tenancies or other contracts or agreements providing rights of possession; and possession of the Property shall be delivered at closing free and clear of all tenancies and other occupancies.
10. **Broker's Commission.** Buyer represents that it did not engage any real estate broker or brokerage organization to represent its interests with respect to the within contemplated sale. Seller represents that it did not engage or authorize any real estate broker to display, show or offer the premises to the Buyer. The parties agree to save, hold harmless, indemnify and defend each other from and against any claims made by any real estate broker for commissions or for damages resulting from a failure to pay real estate commission, where such claim is based in whole or in part on facts which are contrary to the representation herein made by the party against whom such indemnification is sought. The provisions of this Section 10 shall survive closing, and delivery of the Deed.
11. **Default.**
- A. **Seller's Default.** It shall be a default by Seller, if Seller:
- (1) Fails to transfer the Property to Buyer at closing in accordance with the terms of this Agreement;
 - (2) Fails to comply with the requirements of this Agreement;
 - (3) Fails to deliver title of the quality described in this Agreement; or,
 - (4) Fails to cooperate under this Agreement with Buyer in good faith.

If Seller defaults, Buyer may avail itself of all rights and remedies that Buyer may have at law or in equity, including, but not limited to, specific performance; and Seller shall be responsible to Buyer for all litigation expenses and court costs, including reasonable attorneys fees.

B. Buyer's Default. It shall be a default by Buyer, if Buyer:

- (1) Fails to close on the Property as required by the terms of this Agreement;
- (2) Fails to comply with the written requirements of this Agreement; or,
- (3) Fails to cooperate under this Agreement with Seller in good faith.

If Buyer defaults, Seller may avail itself of all rights and remedies Seller may have at law or in equity, including, but not limited to, specific performance.

C. Cancellation. This Agreement is intended to be legally binding as to all parties. However, if a provision of this Agreement gives a party or parties the right to cancel the Agreement under certain conditions, the party canceling must give written notice of cancellation to the other party within any time limits specified. Upon such cancellation, Seller and Buyer shall be released from all further liability to each other. If a cancellation period expires, the party shall have no right to cancel after the expired cancellation period.

D. Cure of Default. The parties mutually agree to confer in good faith and attempt to cure any defects or defaults in order to facilitate the sale and purchase of the Property. This shall require either party to promptly notify the other in writing of any problems discovered, and to grant reasonable extensions of time to the other party to correct the problem.

12. Costs and Liens at Closing. At closing, Seller shall pay for the following settlement costs: Realty transfer fee, lien payoffs, discharges and cancellations, unpaid taxes or utility costs, Seller's attorney's fees, and Seller's real estate brokerage fees, if any.

Buyer shall pay for the following settlement costs at the time of closing in addition to the purchase price: Deed preparation, Survey costs, hazard insurance, title report and insurance, title company settlement fee, appraisal fees, advance escrow for taxes, interest, insurance and recording fees for deed.

13. Miscellaneous Provisions.

A. Notices. All notices or cancellations given under this Agreement shall be in writing. They may be given by:

- (1) personal delivery to the other party, or to the attorney for the other party, or
- (2) certified mail, return receipt requested; or delivery by a nationally recognized express delivery service, addressed to the other party at the address written at the beginning of this Agreement, or to the attorney for the other party. Notices given by certified mail, or express delivery, shall be effective when mailed.

- B. Assignment.** The Buyer may not transfer the Buyer's rights under this Agreement to another without the written consent of the Seller. The Seller shall not unreasonably withhold this consent, provided assignee is financially responsible.
- C. Recording of Agreement.** This Agreement shall not be recorded.
- D. Complete Agreement.** This Agreement is the entire agreement between the parties. This Agreement replaces and cancels any previous agreements or negotiations between the parties. This Agreement can only be changed by an agreement in writing signed by all parties. Seller has not made any other agreement to sell the Property to anyone else.
- E. Headings.** The headings of the sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents of this Agreement.
- F. Parties Liable.** This Agreement shall be binding upon all parties who sign it, and all who succeed to their rights and responsibilities.
- G. Merger.** At closing, all of the promises and obligations contained in this Agreement shall be merged into and replaced by the settlement papers and the transfer of title. The only exception to this shall be material violations, material misrepresentations, material concealments, material undisclosed violations of this Agreement, or except as provided in this Agreement.
- H. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- I. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

THIS AGREEMENT is signed, sealed and agreed to by the undersigned on this _____ day of _____, 2016.

Witnessed or Attested By:

(SELLER)

ESTATE OF DANTE L. NAPOLI

BY: _____
Carin M. Haabak, Executrix

(BUYER)

Witnessed or Attested By:

COUNTY OF GLOUCESTER

Chad M. Bruner,
Administrator/Clerk of the Board

BY: _____
Robert M. Damminger, Freeholder Director

Robert W. Frankenfield Associates

Real Estate Appraiser and Consultant

521 Middle Road

Hammonton, New Jersey 08037

Phone: 609-457-9570

Fax: 609-704-8665

July 25, 2016

Mr. Kenneth Atkinson, Director
Farmland Preservation Program
Gloucester County
1200 North Delsea Drive, Bldg. A
Clayton, New Jersey 08312

Re: **Appraisal Report of the Estate of Daniel L. Napoli**

1308 Washington Avenue

Block 102, Lot 9.01

Franklin Township, Gloucester County, NJ

Dear Mr. Atkinson:

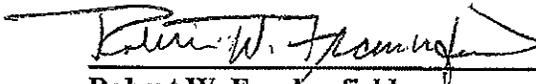
In accordance with your request for an appraisal of the market value of the above referenced property, I deliver to you a narrative report that describes my method of approach and contains data gathered in my investigation. Your particular attention is directed to the Assumptions and Limiting Conditions.

The purpose of the appraisal is to estimate the Market Value, in fee simple, of the subject property. The report is prepared according to the Green Acres Scope of Work for Appraisal Services and the Uniform Standards of Professional Appraisal Practice (USPAP). In my opinion, the market value of the fee simple title to the property, as of July 14, 2016, is estimated at:

TWO HUNDRED FIFTY-TWO THOUSAND DOLLARS

\$252,000.00

Respectfully Submitted,



Robert W. Frankenfield

NJ Certified General Real Estate Appraiser

THE HANSON ORGANIZATION

216 Cornell Road, Audubon, NJ 08106
(609) 457-7297

MARK J. HANSON, MAI, SRA, AI-GRS, Esq
MAI, SRA, AI-GRS Member Appraisal Institute
NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us

August 9, 2016

Ken Atkinson, Director
Office of Land Preservation
County of Gloucester
1200 North Delsea Drive, Building A
Clayton, New Jersey 08312

Re: Appraisal of the Napoli Farm, Project Reference #: 0800-97-108
1308 Washington Avenue, Franklin Township, NJ

Dear Mr. Atkinson:

At your request, I have prepared an appraisal of the Napoli Farm located on the north side of Washington Avenue between Jackson Avenue and Fries Mill Road, in Franklin Township, Gloucester County, New Jersey for open space preservation purposes based on market conditions prevailing on August 1, 2016.

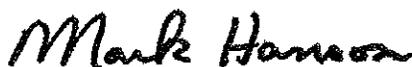
This report is intended for use only by the Gloucester County Office of Land Preservation (GCOLP) and the Green Acres Section of the New Jersey Department of Environmental Protection (NJDEP) for acquisition purposes. This report is not intended for any other use. This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) and the appraisal regulations of the NJDEP Green Acres Section.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the market value of the fee simple interest of the 21.12 acre (919,952 square feet) parcel (Block 102 Lot 9.01 – vacant land) based upon the scope of work as described herein, as of August 1, 2016 was:

TWO HUNDRED ELEVEN THOUSAND DOLLARS
\$211,000

Thank you for the opportunity to be of service.

Respectfully Submitted,
THE HANSON ORGANIZATION



Mark J. Hanson, MAI, SRA, AI-GRS, NJCGREA

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. 16-09388

ORDER DATE: 10/31/16
REQUISITION NO: R6-09445
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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GLOUC. CO LAND PRESERVATION
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6451

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WEST JERSEY TITLE AGENCY
OF SALEM COUNTY, INC
15 SOUTH MAIN STREET
WOODSTOWN, NJ 08098

VENDOR #: WESTJ010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	This is a CAF Resolution authorizing the purchase of Block 102 Lot 9.01, in the Township of Franklin for the Estate of Dante L. Napoli consisting of 21 acres with Open Sapace Preservation Trust Funds. The total amount is \$231,500.00 of which the County will seek a 50% reimbursement through the New Jersey Green Acres Program.	T-03-08-509-372-20548 Farmland Preservation	231,500.0000	231,500.00
			TOTAL	231,500.00

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**

TREASURER / CFO

PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

F-1

**RESOLUTION AUTHORIZING A CONTRACT WITH FALASCA MECHANICAL, INC.,
FOR \$298,600.00.**

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for supply of labor and materials for the Animal Shelter Energy Recovery Unit Replacement Project, as per specifications PD 16-060; and

WHEREAS, bids were publicly received and opened on October 18, 2016; and

WHEREAS, after following proper public bidding procedure, it was determined that Falasca Mechanical, Inc., with offices at 3329 North Mill Road, Vineland, NJ 08360, was the lowest responsive and responsible bidder to perform said services in the amount of \$298,600.00 from November 10, 2016 until the completion of the project, as set forth in the bid specifications; and

WHEREAS, the Treasurer of the County has certified the availability of funds in the sum of \$298,600.00, pursuant to CAF# 16-09161; of which \$66,755.00 shall be charged against budget line item C-04-15-018-310-18208, \$85,526.61 charged against line item C-04-15-018-310-18261, \$49,615.00 charged against line item C-04-14-018-310-18208, with the remaining \$96,703.39 charged against budget line item C-04-16-018-310-18261.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board to attest to a Contract between the County and Falasca Mechanical, Inc., for \$298,600.00 for the purposes set forth above.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

F-1

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
FALASCA MECHANICAL, INC.**

THIS CONTRACT is made the **10th** day of **November, 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 **FALASCA MECHANICAL, INC.** with offices at 3329 North Mill Road, Vineland, NJ 08360, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has the need for the supply of labor and materials for the Animal Shelter Energy Recovery Unit Replacement Project (HVAC upgrade), as per bid PD 16-060; and

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

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

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

TERMS OF AGREEMENT

1. **TERM OF AGREEMENT.** This Contract shall be effective from November 10, 2016 until completion of the Animal Shelter Energy Recovery Unit Replacement Project.
2. **COMPENSATION.** Vendor shall be compensated in an amount not to exceed \$298,600.00 for the project, pursuant to and subject to all terms and provisions of the specifications identified as PD 16-060.

It is agreed and understood that this Contract is for the purchase of needed services as identified in base bid specification. Continuation of the Contract beyond December 31, 2016 is specifically conditioned upon approval of the 2017 and subsequent Gloucester County Budgets.

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

Each invoice shall contain an itemized, detailed description of all products delivered 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 acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the delivery of products under this Contract.

3. **DUTIES OF VENDOR.** Vendor will supply all labor and materials for the Animal Shelter Energy Recovery Unit Replacement Project at unit prices set forth in specifications identified as PD 16-060, which are incorporated by reference and made a part of this Contract.

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, 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 Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

B. If Vendor is required to be licensed in order to perform the services which are the subject of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State of New Jersey.

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the Specifications which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail.

THIS CONTRACT shall become effective the 10th day of November, 2016.

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

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FALASCA MECHANICAL, INC.

DANIEL FALASCA, OWNER

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. 16-09161

ORDER DATE: 10/21/16
REQUISITION NO: R6-09479
DELIVERY DATE:
STATE CONTRACT: PD-16-060
ACCOUNT NUM:

*C-04-15-018-310-18208
11/3/16
C-04-15-018-310-18201
11/8/16, 2/30*

Pg 1

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GLOUC. CO BUILDINGS & GROUNDS
SHADY LANE COMPLEX (251-6700)
254 COUNTY HOUSE ROAD
CLARKSBORO, NJ 08020

**V
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VENDOR #: FALAS010

FALASCA MECHANICAL, INC.
3329 NORTH MILL ROAD
VINELAND, NJ 08360

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PD-016-060 - SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLYING OF ALL LABOR AND MATERIALS FOR THE ANIMAL SHELTER ENERGY RECOVERY UNIT REPLACEMENT PROJECT LOCATED AT 1200 N. DELSEA DRIVE, CLAYTON, NJ, 08312	C-04-15-018-310-18208 HVAC Upgrade - Animal shelter	66,755.0000	66,755.00
1.00	BALANCE FOR ABOVE	C-04-15-018-310-18261 HVAC Replacement, Various Buildings	85,526.6100	85,526.61
1.00	BALANCE FOR ABOVE	C-04-14-018-310-18208 Animal shelter HVAC Upgrades	49,615.0000	49,615.00
1.00	BALANCE FOR ABOVE	C-04-16-018-310-18261 HVAC Replacement - Various Buildings	96,703.3900	96,703.39
			TOTAL	298,600.00

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><i>Tracey N. Henderson</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

PD-016-060		Bid Opening 10/18/16 10:00 a.m.					
SPECIFICATIONS AND PROPOSAL FORM							
FOR THE SUPPLYING OF ALL LABOR AND MATERIALS FOR THE ANIMAL SHELTER ENERGY RECOVERY UNIT REPLACEMENT PROJECT LOCATED AT 1200 N DELSEA DRIVE IN CLAYTON, NJ							
ITEM	QUANTITY	UNITS	DESCRIPTION	VENDOR:	VENDOR:	VENDOR:	VENDOR:
1	1	LS	Mobilization/Demobilization	Falasca Mechanical, Inc.	EACM Corp.	Gaudelli Bros., Inc.	
2	1	LS	As-Built Drawings	3329 North Mill Road	1070 Ocean Avenue	495 Center Street	
3	1	LS	Cleaning & Restorations	Vineland, NJ 08360	Sea Bright, NJ 07760	Sewell, NJ 08080	
4	1	LS	Selective Demolition	Daniel Falasca, President	Ester Cambronero, President	Angelo Gaudelli, President	
5	1	LS	Cast In Place Concrete	856-794-2010	732-842-4777	856 415-1712	
6	1	LS	Hangers & Supports	856-794-9844 - Fax	732-842-4744	856 415-1709 Fax	
7	1	LS	Duct Insulation				
8	1	LS	Fuel Gas Piping				
9	1	LS	Energy Recovery Units				
10	1	LS	Metal Ducts and Accessories				
11	1	LS	HVAC Instrumentation and Controls				
12	1	LS	Testing, Adjusting and Balancing				
13	1	LS	Low-Voltage Electrical Power Conductors and Cables				
14	1	LS	Raceways & Boxes				
15	1	LS	Enclosed Switches & Circuit Breakers				
16	1	LS	Panelboards				
17	1	LS	Unforeseen Conditions Allowance (To be used as directed by the Owner/Engineer)				
Total Amount Bid Based on Estimated Quantities for Base Bid, Items #1-#17, inclusive				\$298,600.00	\$322,707.00	\$310,200.00	
Will you extend your prices to local government entities within the County				NO	NO	NO	
Bid specifications sent to:				Prime Vendor Multi-Temp Mechanical, Inc. Construction Journal	Elliott-Lewis BidNet Core Mechanical	Deltak BidOcean Modern Controls	
Based upon the bids received, I recommend Falasca Mechanical, Inc., be awarded the contract, as the lowest responsive, responsible bidder.				Sincerely,	Kimberly Larter Purchasing		

RESOLUTION AUTHORIZING A CONTRACT WITH U.S. LUMBER, INC., FROM NOVEMBER 6, 2016 TO NOVEMBER 5, 2017 IN AN AMOUNT NOT TO EXCEED \$100,000.00 PER YEAR

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply of various building materials, for use by the Department of Buildings and Grounds, as per specifications set forth in PD 16-063; and

WHEREAS, bids were publicly received and opened on October 26, 2016; and

WHEREAS, after following proper public bidding procedure, it was determined that U.S. Lumber Inc. with offices at 668 S. Evergreen Ave, Woodbury Heights, NJ 08097, was the lowest responsive and responsible bidder to provide said services, in an amount not to exceed \$100,000.00 per year from November 6, 2016 to November 5, 2017, with the County having the option to extend the Contract for one (1) two-year term, or two (2) one-year terms as set forth in the bid specifications; and

WHEREAS, the Contract shall be for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time. Continuation of the Contract beyond December 31, 2016 is conditioned upon approval of the 2017 and subsequent Gloucester County Budgets.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board to attest to a Contract between the County and U.S. Lumber, Inc. in an amount not to exceed \$100,000.00 per year for the purposes set forth above.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

F-2

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
U.S. LUMBER INC.**

THIS CONTRACT is made effective the **6th** day of **November, 2016** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **U.S. LUMBER INC.**, with offices at 668 S. Evergreen Ave, Woodbury Heights, NJ 08097, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to Contract for the supply of various building materials for use by its Department of Buildings and Grounds, as per specifications set forth in **PD 16-063**; and

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

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective for the period of one (1) year from November 6, 2016 to November 5, 2017, with the County having the option to extend the Contract for one (1) two-year term or two (2) one-year terms.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as **PD 016-063**, for the supply of various building materials in an amount not to exceed \$100,000.00 per year consistent with Vendor's Bid.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be the supply of various building material to the County as set forth in the specifications identified as **PD 016-063**, which shall be incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, 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 Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as **PD 016-063**, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

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

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as **PD 016-063**, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 6th day of **November, 2016.**

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of

the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

U.S. LUMBER, INC.

ISABELITA M. ABELE, PRESIDENT/CEO

10/28/2016

<p>PD 016-063 Bid Opening 10/26/16 at 10:00 a.m. SPECIFICATIONS AND PROPOSAL FOR VARIOUS BUILDING MATERIALS FOR THE GLOUCESTER COUNTY DEPARTMENT OF BUILDINGS AND GROUNDS & EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT SYSTEM NUMBERS CK-01-GC & 16GLCP</p>		<p>VENDOR: U.S. Lumber Inc. 668 S. Evergreen Ave. Woodbury Hts, NJ 08097 Isabella M. Abele - Pres./CEO 856 853-1770 856 384-8351 Fax</p>	
ITEM	DESCRIPTION	Prices	
1	SHEETROCK (Fire Rated) 1/2" 4X8 4X10 4X12 5/8" 4X8 4X10 4X12	\$11.71 \$14.64 \$17.56 \$11.71 \$14.64 \$17.56	
2	Metal Studs 8' 10' 12'	\$4.65 \$5.81 \$6.97	
	Wood Studs 8' 2X4 8' 4X4	\$3.25 \$8.39	
3	3 1/2 Metal Track	\$5.99 each	
4	Joint Compound 5 Gallon - Blue 5 Gallon - Green	\$18.99 \$18.99 \$39.99	
5	Drywall Tape (Per Box) Corner Bead (no coat) 10' (Per Box) Tear away L bead - 1/2" 10 ft length 50 pieces per box Suspended Ceiling Materials (Armstrong) 12' Main Runners 12' W/1 Angles 48" Cross Tees 24" Cross Tees Support Wire Ceiling Tile (usgf#2315) Fire Rated Per Case 2 x 2 ceiling tile USG 2115 by case	\$220.20 83.75 per box \$150.99 \$162.43 \$150.99 \$75.99 \$75.99 \$59.99 \$59.36	
	PLYWOOD (Birch Unfinished) 4X8 1/2" 4X8 3/4	49.99 shop grade 59.99 shop grade	
	PLYWOOD (CDX Fir) 4X8 1/2" 4X8 3/4	\$22.80 \$30.25	
	SCREWS (Sheetrock Type) 50 LB BOX 1" 1. 1/4 1 5/8 2" 2 1/2 3"	89.99 Regular Coarse Thread or Fine Thread 89.99 Regular Coarse Thread or Fine Thread	

RESOLUTION AUTHORIZING THE PURCHASE OF THE e-CDR INTERFACE FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT FOR \$35,000.00

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 has a need to purchase the e-CDR Interface which will communicate with the eProsecution Module used by the Gloucester County Prosecutor's Office as part of their InfoShare computer software, and will allow the transmittal of criminal complaints to each respective case; and

WHEREAS, it has been determined that the County of Gloucester can purchase said equipment through State Contract #A89851, from Software House International, 290 Davidson Avenue, Somerset, NJ 08873, for \$35,000.00; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$35,000.00 pursuant to CAF #16-08560, which amount shall be charged against budget line items #C-04-16-017-140-17220 for \$34,650.00, and #6-01-35-470-001-20201 for \$350.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of the e-CDR Interface for use by the County Prosecutor's Office from Software House International through State Contract #A89851 is hereby authorized in the amount of \$35,000.00, as per quote #12333918 submitted by the vendor.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD



F3

Pricing Proposal
Quotation #: 12333918
Created On: 10/7/2016
Valid Until: 12/9/2016

GLOUCESTER COUNTY

Inside Account Manager

Tammy Simmons
P.O. BOX 337
WOODBURY, NJ 08096
United States
Phone: (856) 853-3417
Fax:
Email: tsimmons@co.gloucester.nj.us

Dallas Kraft
290 Davidson Ave.
Somerset, NJ 08873
Phone: 1.888.744.4084
Fax: 1.888.896.8860
Email: Dallas_Kraft@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 eCDR Interface to eProsecution Module Computer Square, Inc. - Part#: NJPros eCDRInterface Note: Tier 1; Markup 2%; SHI Cost: 34,000 - Installation included	1	\$35,000.00	\$35,000.00
		Total	\$35,000.00

Additional Comments

NJ Software State Contract 89851
Agreement # 14-M003-CSI01

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

Please keep SHI in mind for you future software and hardware needs.

For Immediate Assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: NJGOV@shi.com

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

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. 16-08560

ORDER DATE: 10/06/16
REQUISITION NO: R6-08776
DELIVERY DATE:
STATE CONTRACT: A89851
ACCOUNT NUM:

Pg 1

**S
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GLOUC. CO PROSECUTORS OFFICE
PO BOX 623, 70 HUNTER ST.
WOODBURY, NJ 08096 (3RD FLOOR)
856-384-5500/JUSTICE COMPLEX

**V
E
N
D
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R**
VENDOR #: SOFTW003
SOFTWARE HOUSE INTERNATIONAL
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	eCDR INTERFACE TO ePROSECUTION eCDR FEED TO ePROSECUTION MODULE INCLUDES INSTALLATION SERVICES	C-04-16-017-140-17220 Infoshare FACTS Feed	34,650.0000	34,650.00
1.00	ADDITIONAL FUNDS FOR LINE 1 eCDR INTERFACE TO ePROSECUTION MODULE	6-01-35-470-001-20201 Contingent - Other Expense	350.0000	350.00
	QUOTATION #12333918 / DATED 10/7/16		TOTAL	35,000.00

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><i>Tracey K. Henderson</i> TREASURER/CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

G-1

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ROHRER ENTERPRISES, INC. DBA ROHRER BUS SALES, FOR \$161,088.00

WHEREAS, the Capital Transit Investment Plan (CTIP) developed by the Gloucester County Board of Chosen Freeholders provides for 50% of the cost of new municipal shuttle buses, up to a maximum amount of \$50,000.00 per municipality; and

WHEREAS, the Township of Monroe and the Borough of Pitman were selected as a recipient of 2016 CTIP funds; and

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the purpose of purchasing two (2) new municipal shuttle buses under the CTIP program; and

WHEREAS, after following proper bidding procedure, it was determined that Rohrer Enterprises, Inc. DBA Rohrer Bus Sales, located at 1515 State Road, P.O. Box 100, Duncannon, Pennsylvania 17020 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$161,088.00, as more specifically described in the bid specifications of PD#016-056; and

WHEREAS, bids were publicly received and opened on October 4, 2016; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the total amount of \$161,088.00, pursuant to C.A.F. #16-08909, \$120,816.00 shall be charged against budget line item C-04-16-019-333-19202 and \$40,272.00 shall be charged against budget line item 6-01-35-470-001-20201; and

WHEREAS, the Township of Monroe and the Borough of Pitman have submitted letters to the Gloucester County Division of Transportation Services indicating that they will provide for their share, fifty percent (50%) of the cost of the new bus in the total amount of \$40,272.00 for each municipality; and

WHEREAS, the Freeholder Director of the County of Gloucester is also authorized to execute a bus use agreement with the Township of Monroe and Borough of Pitman upon delivery of the bus as part of this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2016 or newer vehicles (*i.e., Ford Model F 550 Bus, 22 Passengers & 2 Wheelchair slots with rear lift (or equal)*), in the total amount of \$161,088.00, for use by the Township of Monroe and Borough of Pitman, is hereby authorized, and in accordance with and pursuant to the bid submitted by Rohrer Enterprises, Inc. DBA Rohrer Bus Sales, and the specifications promulgated by the County, 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 and any other documents necessary for the aforementioned purpose on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on November 9, 2016, in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

6-1

**CONTRACT BETWEEN
ROHRER ENTERPRISES, INC.
dba ROHRER BUS SALES
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 9TH day of November, 2016 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and **ROHRER ENTERPRISES, INC. dba ROHRER BUS SALES**, with offices at 1515 State Road, Duncannon, Pennsylvania 17020, hereinafter referred to as “**Vendor**”.

RECITALS

WHEREAS, there exists a need for the county to contract for the supplying on two (2) 2016 or newer, Ford Model F 550 Bus, 22 Passengers & 2 Wheelchair Slots with Rear Lift (or equal); and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete all services as indicated in bid PD#016-056 or within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$161,088.00 as per PD#016-056.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD#016-056, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue

throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

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

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

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

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

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

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

this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

specifications identified as PD#016-056, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is made effective this 9th day of November, 2016.

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

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROHRER ENTERPRISES, INC. dba
ROHRER BUS SALES

Name:
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

16-08909

NO.

ORDER DATE: 10/17/16
REQUISITION NO: R6-09206
DELIVERY DATE:
STATE CONTRACT: PD-16-056
ACCOUNT NUM:

Pg 1

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GLOUC. CO SPECIAL TRANSPORT
115 BUDD BLVD.
WOODBURY, NJ 08096
856-686-8355

VENDOR #: ROHRE010

**V
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R**

ROHRER ENTERPRISES, INC
DBA-ROHRER BUS SALES
1515 STATE RD., PO BOX 100
DUNCANNON, PA 17020

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CTIP bus purchases Purchase 2016 or newer Ford model F 550 bus, 22 passengers and 2 wheelchair slots with rear lift for the borough of Pitman and the Township of Monroe in cooperation with the county of Gloucester and existing units within the county as allowed through the county contract purchase system numbers CK-01-GC & 16GLCP	C-04-16-019-333-19202 Capital Transit Investment Program	120,816.0000	120,816.00
1.00	CTIP bus purchases	6-01-35-470-001-20201 Contingent - Other Expense	40,272.0000	40,272.00
			TOTAL	161,088.00

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	
<input checked="" type="checkbox"/>	VENDOR SIGN HERE	DATE		<i>Nancy J. Hindon</i> TREASURER / CFO	
	TAX ID NO. OR SOCIAL SECURITY NO.	DATE	DEPARTMENT HEAD	DATE	<i>[Signature]</i> PURCHASING DIRECTOR
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS					

10/17/16 10:00 AM AT VARIOUS OFFICES FOR PAYMENT

G-2

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY \$16,440.00, RESULTING IN AN AMOUNT NOT TO EXCEED \$240,240.00 AND SODAT OF NEW JERSEY, INC. TO DECREASE THE CONTRACT AMOUNT BY \$14,440.00, RESULTING IN AN AMOUNT NOT TO EXCEED \$14,033.00, FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the County awarded contracts on February 3, 2016, per RFP# 016-014 to providers for various programs and services for the residents of Gloucester County; and

WHEREAS, the contract was awarded for a term from January 1, 2016 to December 31, 2018, with the option to extend two (2) one year periods; and

WHEREAS, the County has determined an increase is necessary with Maryville, Inc. due to unanticipated expenses, resulting in a maximum contract amount of \$240,240.00, from January 1, 2016 to December 31, 2016; and

WHEREAS, the County has determined a decrease is necessary with SODAT of New Jersey, Inc. due to SODAT of New Jersey, Inc. requesting to release funds back to the County, resulting in a maximum contract amount of \$14,033.33, from January 1, 2016 to December 31, 2016; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contracts that have not been amended herein shall remain in full force and effect.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the Amendments to the contract between the County of Gloucester and Maryville, Inc. to increase the maximum contract amount by \$16,440.00, resulting in an amount not to exceed \$240,240.00, from January 1, 2016 to December 31, 2016 and between the County of Gloucester and SODAT of New Jersey, Inc. to decrease the maximum contract amount by \$14,440.00, resulting in an amount not to exceed \$14,033.00, from January 1, 2016 to December 31, 2016; and

BE IT FURTHER RESOLVED, that all other terms and provisions of the original contract shall remain in full force and effect; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

62

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

THIS is an amendment to a contract entered into on the 3rd of February, 2016 (Per RFP #016-014), by and between Maryville, Inc. and the County of Gloucester.

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

The Contract is amended for additional contract specified services to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$16,440.00, resulting in a maximum contract amount of \$240,240.00, from January 1, 2016 to December 31, 2016.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

THIS AMENDMENT is effective as of the 9th day of November, 2016.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MARYVILLE, INC.

By:
Title:

AMENDMENT TO CONTRACT BETWEEN
SODAT OF NEW JERSEY, INC.
AND
COUNTY OF GLOUCESTER

G-2

THIS is an amendment to a contract entered into on the 3rd of February, 2016 (Per RFP #016-014), by and between SODAT of New Jersey, Inc. and the County of Gloucester.

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

The Contract is amended due to SODAT of New Jersey, Inc. requesting to release funds back to the County. This amendment will decrease the maximum contract amount by \$14,440.00, resulting in a maximum contract amount of \$14,033.00, from January 1, 2016 to December 31, 2016.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

THIS AMENDMENT is effective as of the 9th day of November, 2016.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SODAT OF NEW JERSEY, INC.

By:
Title:



62

SODAT's mission is to prevent and treat the diseases of addiction and co-occurring disorders. We will reduce their devastating effects on individuals, families and the Community by providing compassionate, affordable services to those in need.

Judy M. Tobia-Johnson
Director, Gloucester County
Division of Addiction Services
115 Budd Blvd.
PO Box 337
Woodbury, NJ 08096

Sept 6, 2016

Re: Gloucester County Contract with SODAT of NJ, Inc

Dear Judy,

As you know Gloucester County contracted with SODAT of NJ for \$28,473

We've spent \$8,453 year to date.

SODAT anticipates needing the following for the remaining 5 months of 2016:

Jail	\$2,900
SAC	\$1,500
<u>Family Support</u>	<u>\$1,180</u>
	\$5,580

SODAT would like to revise its contract and release all monies over these totals (approx. \$14,440) back to Gloucester County due to unforeseen circumstances with Medicaid expansion.

Respectfully Submitted,

Donna Emma
Chief Administrative Officer

<input type="checkbox"/> Administration 919 Broadway Westville, NJ 08093 856-475-1310 856-742-0031 (fax)	<input type="checkbox"/> Woodbury 124 North Broad St. Woodbury, NJ 08096 856-845-6363 856-848-3022 (fax)	<input type="checkbox"/> Burlington 60 High Street Mt. Holly, NJ 08060 609-265-7884 609-265-8449 (fax)	<input type="checkbox"/> Camden 805-815 Federal St. Camden, NJ 08103 856-964-5000 856-964-2200 (fax)	<input type="checkbox"/> Bridgeton 92-94 Vine St. Bridgeton, NJ 08302 856-453-5713 856-453-5715 (fax)	<input type="checkbox"/> Salem 75 Market Street Salem, NJ 08079 856-935-0441 856-935-4399 (fax)	<input type="checkbox"/> Teen Center Deptford Mall Deptford, NJ 08096 856-845-0552 856-845-0733 (fax)	<input type="checkbox"/> Atlantic 1 S. New York Ave., Ste. 401 Atlantic City, NJ 08401 609-348-8100 609-348-8180 (fax)
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1-888-792-4383 - www.sodat.org

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

WHEREAS, Gloucester County, through its Division of Social Services, administers various Work First New Jersey Programs, which are funded by the federal and state governments; and

WHEREAS, included in the funding are federal funds for administration and case management of the aforesaid programs ("the funds"); and

WHEREAS, pursuant to federal regulations, a transaction between the State and the County, including the County's receipt of the funds from the State, is a "lower tier transaction"; and

WHEREAS, as per the requirements of the State Department of Human Services, Division of Family Development, which allocates the funds, as part of the funding allocation process, the County is required by federal regulations to sign a certification of debarment, formally entitled "Certification regarding Department, Suspension, and Eligibility and Voluntary Exclusion - Lower Tier Covered Transactions," stating that neither the County nor its principals are prohibited by the federal government from participating in the transaction.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute, and the Clerk of the Board be and is authorized to attest to a "Certification regarding Department, Suspension, and Eligibility and Voluntary Exclusion - Lower Tier Covered Transactions" for the purpose of receiving funding for the administration and case management of the various Work First New Jersey Programs by the Division of Social Services.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, November 9, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

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Rev. 09/14

New Jersey Department of Human Services

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative Robert M. Damminger, Freeholder Director

Signature _____
Robert M. Damminger, Freeholder Director

Date _____

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510



Federal Funding Accountability and Transparency-CWA 2017 ALLOCATIONS

Agency	Gloucester County Division of Social Services
Street Address	400 Hollydell Drive
City, State, Zip	Sewell, NJ 08080

DUNS Number	957362247
Congressional District	1st

Fiscal Year	CY2017
Allocation Total	\$4,096,951.00
Allocation Term	1/1/17-12/31/17

Contact	Tami Spissell
Title	Fiscal Officer
Phone	856-256-2114
e-mail	tspissel@co.gloucester.nj.us
Principal Place of Performance	Gloucester County Division of Social Services
City, State	Sewell, NJ
Zip	08080
Congressional District	1st
Subcontracts: (provide name address, ceiling, DUNS number) <small>(attach separate sheet with detailed subcontract information as necessary)</small>	N/A

Executive Compensation:

As required by Federal regulations, as a sub-recipient of Federal funding, if your agency received [1] 80% or more of its gross revenues in US Federal contracts, subcontracts, loans, grants, subgrants, and/or other cooperative agreements; and [2] \$25,000,000 or more in annual gross revenues from US Federal contracts, subcontracts, loans, grants, and/or other cooperative agreements in the preceding completed fiscal year then provide the total compensation and names of the top 5 executives

N/A



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
PO BOX 716
TRENTON, NJ 08625-0716
(609) 588-2400

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ELIZABETH CONNOLLY
Acting Commissioner

NATASHA JOHNSON
Director

November 3, 2016

William Lang, Director
Gloucester County Division of Social Services
400 Hollydell Dr.
Sewell, NJ 08080

Dear Mr. Lang:

Below are the CY 2017 funding allocations for Gloucester County. These amounts should be used in preparation of your CY 2017 budget.

Table with 4 columns: Program Allocation, CY 2017 Allocation/Obligation, FFY 2017 Allocation, FFY 2018 Allocation. Rows include TANF Administration, TANF Case Management, GA Administration, GA Case Management, CSP Administration, FSP Administration, and SSBG Administration.

Similar to the conditions we imposed last year, your final TANF, GA Case Management, CSP and FSP allocations are frozen for CY 2017. No adjustments to these categories should be made without prior approval from this office.

FEDERAL GRANT INFORMATION

The above-mentioned allocations contain federal grants. Therefore, as required by federal regulations, below is a listing of available state-wide total award amounts for the following programs receiving federal grants from the Food and Nutrition Service (FNS), Administration for Children and Families (ACF) and the Centers for Medicare & Medicaid Services (CMS):

Program	Grant Number	CFDA Number	Federal Agency	Award Date	Award Amount
SNAP	1NJ400404	10.561	FNS	10/1/2016	\$154,410,943
TANF	1702NJTANF	93.558	ACF	10/1/2016	\$101,008,705
				1/1/2017	\$101,008,706
				4/1/2017	\$101,008,705
				7/1/2017	\$101,008,706
				Total TANF	\$404,034,822
CSP	1704NJCES	93.563	ACF	10/1/2016	\$39,000,000
				1/1/2017	\$39,000,000
				4/1/2017	\$39,000,000
				7/1/2017	\$39,000,000
				Total CSP	\$156,000,000
2017 Quarterly Award Amounts are estimated figures provided to FNS and ACF					
RRP	1701NJRCMA	93.566	ACF		\$500,000
Medicaid Title	1705NJ5MAP	93.778	CMS		
CHIP (Title XXI)	1705NJ5021	93.767	CMS		

CIVIL RIGHTS ASSURANCE

The State agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), section 11(c) of the Food and Nutrition Act of 2008, as amended, the Age Discrimination Act of 1975 (Pub. L. 94-135) and the Rehabilitation Act of 1973 (Pub. L. 93-112, sec. 504) and all requirements imposed by the regulations issued pursuant to these Acts by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, race, color, age, political belief, religion, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under SNAP.

This addendum clarifies core civil rights requirements to ensure meaningful access to programs, services, and information for persons with Limited English Proficiency (LEP) and persons with disabilities in accordance with Federal law, regulations and current guidance from the Department of Justice (DOJ) and the U.S. Department of Agriculture (USDA).

SUSPENSION AND DEBARMENT

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred. The Division of Family Development (DFD), as the recipient of Federal awards, allocates funding to the County Welfare Agencies. In accordance with 2 CFR Section 180, the awardee must verify that each of its sub-awardees are not suspended, debarred or otherwise excluded. Accordingly, each agency must complete the attached Certificate of Suspension and/or Debarment.

RESEARCH AND DEVELOPMENT

No federal funds allocated to the County Welfare Agencies from DFD are for the purpose of research and development.

DE MINIMIS RATE

The DFD SFY 2016 negotiated indirect fixed cost rate approved by the Federal Department of Health and Human Services is 20%. A de minimis rate is not charged.

FEDERAL FUND ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

Also, the United States Office of Management and Budget (OMB) implemented new reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA). These requirements are applicable to all new federal funded grant awards greater than \$25,000.

Prime recipients (State departments or agencies) are responsible for the reporting of all data required by FFATA including data elements for lower-tier awards made to sub-recipients. The attached worksheet includes the data elements that the Division of Family Development (DFD) must report. For detailed guidance and instructions, including information on obtaining the DUNS number, refer to www.fsrs.gov.

Non-compliance of these regulations could put the State in jeopardy of losing federal funds. It is imperative that the data be submitted in order to complete our Federal reporting obligations. We are requiring that each sub-recipient (County Welfare Agency) complete the attached worksheet and return to us no later than **December 15, 2016**.

Please advise us of any issues or delays in meeting this request.

If you have any questions concerning this matter, please call Robert Hughes at 609-584-4041.

Sincerely,



Natasha Johnson
Director

NJ:MHM
Enclosures (CWA Directors and Fiscal Officers Only)
C: Beth Connolly, Acting Commissioner
Tami Spissell, Fiscal Officer

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**RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS
NECESSARY FOR THE NATIONAL EMERGENCY FOOD AND SHELTER
PROGRAM PHASE 33 GRANT CONTRACT IN AN AMOUNT NOT TO
EXCEED \$11,000.00**

WHEREAS, The National Food and Shelter Board has allotted grant funding through its Phase 33 Grant to Gloucester County for emergency needs of County residents; and

WHEREAS, the Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council, has awarded \$11,000.00 of these funds to the Gloucester County Division of Social Services to purchase food certificates for distribution to families and individuals who come to the Division in need of food; and

WHEREAS, the grant agreement is for the period January 1, 2016 through March 31, 2017, in an amount not to exceed \$11,000.00; and

WHEREAS, the Division of Social Services has reviewed all data supplied in the grant documents, and certifies to the Board of Chosen Freeholders that all data contained in the application and attachments are true and correct; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary for the National Emergency Food and Shelter Program PHASE 33 Grant, for the period January 1, 2016 through March 31, 2017, in an amount not to exceed \$11,000.00; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the agreement and the Board shall comply with all applicable regulations of the granting authority, and shall provide any necessary additional assurances as may be required; and

BE IT FUTHER RESOLVED that the Gloucester County Division of Social Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 9, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

IN-KIND MATCH \$ _____
(Attached Documentation)
TOTAL PROGRAM BUDGET \$11,000 _____

14. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ _____

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ _____

TOTAL GRANT FUNDING (e): \$ _____

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: *Buffy* Signature

DATE: 10/19/16

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

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

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

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

2016 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

The Gloucester County Division of Social Services is seeking to assist in addressing the emergency food needs of Gloucester County residents by having a supply of \$20 and \$50 denomination food cards readily available for distribution to anyone in need of food once every sixty (60) days. All food cards will be stamped "food only". Each Gloucester County resident requesting emergency food will be allocated \$20 per person per day for a maximum of three (3) days. Careful records of all food cards distributed will be kept by the Accounting Department.

20430-Food: \$11,000

FORM C-2

SUBMISSION DATE:

DEPARTMENT: 345

Division of Social Services

REVISION DATE:

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM

701 North Fairfax Street, Suite 310, Alexandria, Virginia 22314-2045

Telephone: 703-706-9660
www.efsp.unitedway.org



FEMA

Congress has appropriated \$120,000,000 to supplement and expand emergency food and shelter programs. The National Board has also included \$4,000,000 in funds available for reallocation in this award. With the receipt of the \$120,000,000 for use in Phase 33 (Fiscal Year 2015), the Emergency Food and Shelter Program (EFSP) National Board has again reserved a portion of the funds for the State Set-Aside (SSA) process. This process allows for additional flexibility in selecting jurisdictions for funding. Your jurisdiction has been awarded funds through the SSA process under Phase 33 of the EFSP. Your I.D. #, award amount and maximum administrative allowance are indicated below:



American
Red Cross

Gloucester County
ID# : 33-5976-00
Total Award : \$63,060.00
Amount available FROM ABOVE for administrative allowance : \$1,261.00

The award to the EFSP of \$120,000,000 for Phase 33 (Fiscal Year 2015) is the same as the funding level received in Phase 32. Please remember that EFSP funding is appropriated annually and the program can receive level funding, be increased or be decreased each year.



Working to Reduce Poverty in America.

Phase 33 Local Board Plan materials, including instructions in the user-manual for completing and submitting the plan electronically, can be found on the website, www.efsp.unitedway.org. You will need to access the information by using your login credentials that were previously provided. If you have forgotten your login information, go to the website and click on the forgot user ID/password link. After providing the email address that is registered with EFSP, the log-in credentials will be sent to you. If you do not receive your login information, please contact our staff at efsp@uww.unitedway.org.



The National Council of the
Churches of Christ in the USA

If they have not already done so, your Local Board should immediately begin your processes including the advertisement of funds, application process and decision-making process. Please remember that your jurisdiction's Final Reports for Phase 32, which were provided April 8, 2016, must be received along with spreadsheets (for all LROs) and documentation for LROs, if requested, before funds for Phase 33 can be released.



The Jewish Federations
OF NORTH AMERICA

Local Boards must ensure that agencies selected for funding meet the requirements on the Local Recipient Organization (LRO) Certification and/or the Fiscal Agent/Fiscal Conduit Certification and that all selected LROs have signed the Phase 33 LRO Certification and/or the Fiscal Agent/Fiscal Conduit Certification prior to the submission of the Local Board Plan. Local Boards and LROs must retain a copy of the certifications. Local Boards must submit the certifications to the National Board with the Local Board Plan. The LRO Certification and Fiscal Agent/Fiscal Conduit Certification are available on the EFSP website under FORMS. In addition, in selecting agencies for funding, Local Boards should ensure that agencies selected have the capacity to either charge back or expend Phase 33 funding during the jurisdiction's selected spending period. Agencies selected must be able to completely and accurately obtain, retain and submit (if requested) the required expenditure documentation with their Final Reports. Please refer to the *Recommendation Letter* for LROs with outstanding compliance problems or that have previously returned funds.



The award materials include a due date for the Local Board Plan to be received by the National Board. Jurisdictions that do not submit their Local Board Plans by the specified due date risk losing the funds.



Please contact the National Board staff at efsp@uww.unitedway.org or (703) 706-9660 if you have any questions or need assistance in preparing your plan.