6:00 p.m. Wednesday, January 19, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the December 29, 2021 regular meeting minutes and the January 1, 2022 Annual Reorganization meeting minutes.

PROCLAMATIONS

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO

DEPUTY DIRECTOR SIMMONS

A-1 RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF JANUARY 2022.

This Resolution approves the bill lists submitted by the County Treasurer for the current month, and includes ratification of emergency payments made by the Division of Social Services. Upon approval, the Treasurer will be authorized to render payment to vendors as set forth on the lists.

A-2 RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE CONTRACTS PURSUANT TO N.J.S.A. 40A:11-12 FOR CALENDAR YEAR 2022.

This Resolution authorizes the purchase of materials, supplies and equipment for the County of Gloucester via New Jersey State contracts under the State’s Cooperative Purchasing Program, in accordance with N.J.S.A. 40A:11-12, for calendar year 2022. The program will alleviate the need for public bidding.

A-3 RESOLUTION AUTHORIZING THE LEASING OF COPY MACHINES FROM RICOH USA, INC. VIA STATE CONTRACT FROM JANUARY 11, 2022 TO JANUARY 10, 2023 IN AN AMOUNT NOT TO EXCEED $275,000.00.

This Resolution authorizes the leasing of copy machines, maintenance and supplies from Ricoh USA, Inc. via State Contract Number 40467 from January 11, 2022 to January 10, 2023 in an amount not to exceed $275,000.00.

A-4 RESOLUTION AUTHORIZING GOVDEALS ONLINE AUCTIONS TO SELL CERTAIN COUNTY SURPLUS PROPERTY VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM.

This Resolution authorizes the use of GovDeals Online Auctions to sell certain County surplus property via the Sourcewell National Cooperative Pricing System, as per GovDeals Sourcewell Contract Number 012821-GDI, from January 1, 2022 to December 31, 2022.

A-5 RESOLUTION AUTHORIZING PURCHASES FROM W.B. MASON COMPANY, INC. VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $130,000.00.

This Resolution authorizes the purchase of office supplies and equipment as needed by the County from W.B. Mason Company, Inc. via State Contract Number 0000003, from January 19, 2022 to January 18, 2023 in an amount not to exceed $130,000.00.
A-6 RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE EXECUTION AND DELIVERY OF A REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE COMPLETION OF A CAPITAL IMPROVEMENT PROJECT BY THE GLOUCESTER COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT.

This Resolution authorizes execution of a Reimbursement Agreement with the Board of Education of the Special Services School District and Vocational School District to set forth the terms and conditions of repayment by the School District of any additional or contingency funding provided by the County relative to the capital improvement project for advanced manufacturing and applied science on the campus of Rowan College of South Jersey.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS
DEPUTY DIRECTOR SIMMONS
COMMISSIONER CHISTY

B-1 RESOLUTION AUTHORIZING A PURCHASE FROM DEERE & COMPANY VIA STATE CONTRACT FOR A TOTAL AMOUNT OF $21,429.88.

This Resolution authorizes the purchase of one (1) John Deere 3025E compact utility tractor from Deer & Company via the Sourcewell National Cooperative Pricing System, for a total amount of $21,429.88. C.A.F. Number 22-00150 has been obtained to certify funds.

B-2 RESOLUTION AUTHORIZING A CONTRACT WITH AMERICAN WEAR, INC. FROM JANUARY 23, 2022 TO JANUARY 22, 2024 IN AN AMOUNT NOT TO EXCEED $42,000.00 FOR THE DURATION OF THE CONTRACT.

This Resolution authorizes a contract with American Wear, Inc. for the rental of uniforms needed for Mosquito Control, Fleet Management, and Animal Shelter as per the bid specification PD-22-001 from January 23, 2022 to January 22, 2024, in an amount not to exceed $42,000.00 for the duration of the contract.

B-3 RESOLUTION AUTHORIZING PURCHASES FROM MONTAGE ENTERPRISES, INC. VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $60,000.00.

This Resolution authorizes purchases from Montage Enterprises, Inc. of various parts and repairs for lawn and grounds equipment via State Contract Number 43041, from January 19, 2022 to January 18, 2023, in an amount not to exceed $60,000.00.

B-4 RESOLUTION ACKNOWLEDGING THE NAME CHANGE OF FEDERICI & AKIN, P.A. TO BRYSON & YATES CONSULTING ENGINEERS, LLC.

This Resolution acknowledges the name change of Federici & Akin, P.A. to Bryson & Yates Consulting Engineers, LLC and authorizes the County Engineer's Office and Purchasing Department to make the necessary adjustment in order to pay invoices submitted for services being performed under current contract(s) with the County.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS
COMMISSIONER CHISTY
DEPUTY DIRECTOR SIMMONS

C-1 RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH SIEMENS INDUSTRY, INC., FROM JANUARY 1, 2022 TO DECEMBER 31, 2023 FOR $87,953.00 AND A CONTRACT IN AN AMOUNT NOT TO EXCEED $8,000.00 ANNUALLY.

This Resolution authorizes 1) a Service Agreement with Siemens Industry, Inc. for support and maintenance of the proprietary Siemens XLS-V Fire Alarm System at the County Justice Complex, including the required annual certification, for $87,953.00 and 2) a contract in an amount not to exceed $8,000.00 per year for additional unforeseen maintenance and repairs from January 1, 2022 to December 31, 2023. C.A.F. Number 22-00154 has been obtained to certify funds due for 2022 in the amount of $43,320.00, with the remaining balance to be encumbered upon adoption of the 2023 final County budget.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH MCG, LLC D/B/A MERCURY CONSULTING GROUP FROM JANUARY 19, 2022 TO JANUARY 18, 2027 IN AN AMOUNT NOT TO EXCEED $75,000.00 PER YEAR.

This Resolution authorizes a contract with MCG, LLC d/b/a Mercury Consulting Group for maintenance and design of computer network assets regarding security and accessibility of the National Center for Information of Crime, as per RFP-21-062, from January 19, 2022 to January 18, 2027 in an amount not to exceed $75,000.00 per year.
C-3 RESOLUTION AUTHORIZING A CONTRACT WITH EDMUNDS GOVTECH, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR A TOTAL AMOUNT OF $48,814.75.

This Resolution authorizes a contract with Edmunds GovTech, Inc. for software maintenance of the proprietary Edmunds financial application used by the County in the amount of $37,414.75, plus cloud hosting services in the amount of $11,400.00, from January 1, 2022 to December 31, 2022 for a total amount of $48,814.75. C.A.F. Number 22-00153 has been obtained to certify funds.

C-4 RESOLUTION AUTHORIZING PURCHASES FROM DELL MARKETING, L.P. VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $250,000.00.

This Resolution authorizes the purchase of computer equipment, peripherals and related services from Dell Marketing, L.P. via State Contract Number 19-TELE-00656, from January 19, 2022 to January 18, 2023 in an amount not to exceed $250,000.00.

C-5 RESOLUTION AUTHORIZING PURCHASES FROM HEWLETT PACKARD ENTERPRISES COMPANY VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00.

This Resolution authorizes purchases from Hewlett Packard Enterprises Company via State Contract Number 40116, of computer-related equipment to include servers and storage for various County departments from January 19, 2022 to January 18, 2023 in an amount not to exceed $50,000.00.

C-6 RESOLUTION AUTHORIZING PURCHASES FROM HP, INC. VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00.

This Resolution authorizes purchases from HP, Inc. via State Contract Number 89974, of computer-related equipment to include personal computers, laptops, and tablets for various County departments from January 19, 2022 to January 18, 2023 in an amount not to exceed $50,000.00.

DEPARTMENT OF HEALTH & HUMAN SERVICES

COMMISSIONER JEFFERSON BARNES

D-1 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2022 TO DECEMBER 31, 2022.

This Resolution authorizes the execution of contracts with various service providers for the provision of senior citizen programs and services as per RFP-22-040, from January 1, 2022 to December 31, 2022, as follows:

- **County Division of Transportation Services**, (Grant Agreement 003) for provision of Non-Emergency Medical Transportation, in an amount not to exceed $40,940.00.
- **South Jersey Legal Services, Inc.**, (Grant Agreement 004) for the provision of legal advice, assistance, and/or representation to the elderly in order to protect and secure their rights, in an amount not to exceed $18,480.00.
- **Evergreen Court Adult Day Services**, (Grant Agreement 007) for the provision of Adult Day Care services, in an amount not to exceed $28,700.00.
- **County Department of Health and Human Services**, (Grant Agreement 008) for provision of the Physical Activity, Walking Exercise Program, in an amount not to exceed $4,220.00.
- **County Department of Health and Human Services**, (Grant Agreement 009) for provision of the Senior Health Connection Program, in an amount not to exceed $13,150.00.
- **Peter Alfinito Law Office**, (Grant Agreement 011) for provision of legal services regarding the Free Simple Wills for Seniors Program, in an amount not to exceed $50,000.00.
- **Glassboro Housing Authority**, (Grant Agreement 036) for services to preserve and strengthen the daily life of senior citizens who reside in Glassboro Housing Authority Developments, in an amount not to exceed $52,194.00.
- **County Division of Transportation Services**, (Grant Agreement 060) for provision of Escorted Transportation, in an amount not to exceed $29,849.00.
- **County Division of Transportation Services**, (Grant Agreement 070) for provision of Blind/Visually Impaired Transportation, in an amount not to exceed $48,000.00.

D-2 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE SUPPLIES FROM QUADIENT, INC. VIA STATE CONTRACT FROM FEBRUARY 1, 2022 TO JANUARY 31, 2023 IN AN AMOUNT NOT TO EXCEED $100,000.00.

This Resolution authorizes the purchase of postage and postage supplies for use by the Division of Social Services from Quadient, Inc. via State Contract Number A41267, from February 1, 2022 to January 31, 2023, in an amount not to exceed $100,000.00.
D-3  RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FROM FEBRUARY 1, 2022 TO JANUARY 31, 2023 IN AN AMOUNT NOT TO EXCEED $100,000.00.

This Resolution authorizes the purchase of New Jersey Transit bus passes for a one-year period for use by clients of the County Division of Social Services, as per the Division of Family Development Instruction Number 07-7-2 and pursuant to N.J.A.C. 10:90-5.4, which requires County agencies to make transportation services available to eligible WFNJ/GA/TANF recipients.

D-4  RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $90,734.00 PER YEAR.

This Resolution authorizes the award of a contract for the provision of emergency shelter to juveniles in family crisis who are residents of Gloucester County, per RFP #022-010, via competitive contracting, with Center for Family Services, Inc., from January 1, 2022 to December 31, 2024, with the option to extend the contract for two (2) one-year terms, in an amount not to exceed $90,734.00 per year.

D-5  RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH GLASSBORO CHILD DEVELOPMENT CENTER IN AN AMOUNT NOT TO EXCEED $24,991.00 PER YEAR AND REPAUNO PRESCHOOL DAY CARE, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $14,991.00 PER YEAR.

This Resolution authorizes the award of contracts for the provision of day care services to children residing in low/moderate income households, per RFP #022-011, via competitive contracting, with Glassboro Child Development Center, in an amount not to exceed $24,991.00 and Repauno Preschool Day Care, Inc., in an amount not to exceed $14,991.00, from January 1, 2022 to December 31, 2024, with the option to extend the contract for two (2) one-year terms.

D-6  RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH THE ARC GLOUCESTER FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $22,000.00 PER YEAR.

This Resolution authorizes the award of a contract for the provision of supportive services to prevent abuse and/or neglect of children including those with developmental delay and/or special needs, from birth to six (6) years of age to Gloucester County residents and their families, per RFP #022-012, via competitive contracting, with The Arc Gloucester. The term shall be January 1, 2022 to December 31, 2024, with the option to extend the contract for two (2) one-year terms, in an amount not to exceed $22,000.00 per year.

D-7  RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ABILITIES CENTER OF SOUTHERN NJ, INC. D/B/A ABILITIES SOLUTIONS FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $25,000.00 PER YEAR.

This Resolution authorizes the award of a contract for the provision of employment opportunities and assessment services to Gloucester County residents with disabilities, mental illness, and other disadvantages, per RFP #022-013, via competitive contracting, with Abilities Center of Southern NJ, Inc. D/B/A Abilities Solutions, from January 1, 2022 to December 31, 2024, with the option to extend the contract for two (2) one-year terms, in an amount not to exceed $25,000.00 per year.

D-8  RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH THE ARC GLOUCESTER FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $15,000.00 PER YEAR.

This Resolution authorizes the award of a contract for the provision of assistance to residents with cerebral palsy, spina bifida, muscular dystrophy, and developmental delays who are enrolled in the NJ State Division of Developmental Disabilities “Real Life Choices” Initiative, per RFP #022-014, via competitive contracting, with The Arc Gloucester. The term shall be from January 1, 2022 to December 31, 2024, with the option to extend the contract for two (2) one-year terms, in an amount not to exceed $15,000.00 per year.

D-9  RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ACENDA, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $82,460.00 PER YEAR.

This Resolution authorizes the award of a contract for the provision of a comprehensive program for family support counseling services for eligible family court and DCF-involved youth, per RFP #022-015, via competitive contracting, with Acenda, Inc., from January 1, 2022 to December 31, 2024, with the option to extend the contract for two (2) one-year terms, in an amount not to exceed $82,460.00 per year.
D-10  RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ACENDA, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $213,500.00 PER YEAR.

This Resolution authorizes the award of a contract for emergency screening services, case management and mental health evaluation services, and outpatient services, per RFP #022-016, via competitive contracting, with Acenda, Inc., from January 1, 2022 to December 31, 2024, with the option to extend the contract for two (2) one-year terms, in an amount not to exceed $213,500.00 per year.

D-11  RESOLUTION AUTHORIZING AMENDMENTS TO CONTRACTS WITH CENTER FOR FAMILY SERVICES, MARYVILLE, INC., AND NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE FOR VARIOUS PROGRAMS.

This Resolution authorizes amendments to contracts with Center For Family Services, Maryville, Inc., and New Hope Integrated Behavioral Health Care for various programs. The County awarded a contract on February 17, 2021, per RFP# 022-016, to Center For Family Services, Maryville, Inc., and New Hope Integrated Behavioral Health Care for various programs for a term of three years, from January 1, 2021 to December 31, 2023, with the option to extend for two (2) one year terms. Due to a change in demand for services and funding availability, it is necessary to amend the dollar amounts for each contract from January 1, 2022 to December 31, 2022.

DEPARTMENT OF LAW & JUSTICE
COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

E-1  RESOLUTION AUTHORIZING PURCHASES FROM ATLANTIC TACTICAL VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN A TOTAL AMOUNT NOT TO EXCEED $150,000.00.

This Resolution authorizes purchases from Atlantic Tactical via State Contract 17-FLEET-00732 of police supplies including weapons, tactical equipment and protective equipment for use by the Prosecutor's Office, Sheriff's Office and the Department of Correctional Services from January 19, 2022 to January 18, 2023, for a combined amount not to exceed $150,000.00.

E-2  RESOLUTION AUTHORIZING THE LEASING OF VEHICLES PURSUANT TO N.J.S.A. 40A:11-5(1)(g) FOR A PERIOD OF 24 MONTHS IN A TOTAL AMOUNT NOT TO EXCEED $152,400.00.

This Resolution authorizes the leasing of ten (10) vehicles for use by the County Prosecutor's Office in confidential and undercover investigations, without the need for bidding, in accordance with N.J.S.A. 40A:11-5(1)(g). A bid waiver was approved by the New Jersey Office of the Attorney General. The leasing cost shall not exceed $76,200.00 per year, for a period of 24 months.

DEPARTMENT OF EDUCATION, LAND & PROPERTY
COMMISSIONER BARNES
COMMISSIONER JEFFERSON

DEPARTMENT OF GOVERNMENT SERVICES
COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

G-1  RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH JOHN M. CARBONE, ESQUIRE FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $100,000.00.

This Resolution authorizes the award of a contract with John M. Carbone for professional legal services on behalf of the Clerk of the County of Gloucester which are specialized in nature, more particularly all types of government and election law issues, from January 1, 2022 to December 31, 2022, in an amount not to exceed $100,000.00.

G-2  RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH SOE SOFTWARE CORPORATION D/B/A SCYTL FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 FOR $18,585.00.

Resolution authorizing the purchase of software for election night reporting and ENR Annual Assurance necessary for the County Clerk’s Office, for a term of three years, from January 1, 2022 to December 31, 2024, for $18,585.00. C.A.F. 22-00152 has been obtained to certify funds.
G-3 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH PAULSBORO PRINTERS, LLC FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $485,750.00.

This Resolution authorizes a contract with Paulsboro Printers, LLC to provide election ballot printing services for the annual School, Primary, General and all other school and special elections that may be scheduled for the year. It is an open ended contract not to exceed $485,750.00. In accordance with Title 19 and under the direct specification of the County Clerk, ballot layout proofs will be prepared for the County Clerk to approve. Upon approval, the following are printed:

- Vote by Mail ballots, which include ballots for election coding and public test run, fax and email ballots.
- Provisional ballots in a quantity specified by the County Clerk
- Emergency ballots, one lot per machine, per district and per party for Primary election
- Official ballot faces, back up ballot faces (includes set-up sheets for election programming)
- Sample ballots which includes ballots for the polling locations and ballots to post to the website
- Preparation of text for audio for disabled voters and for Spanish Sample ballots from supplied translations

Paulsboro Printers, LLC is on standby on Election Day for any emergency situation that may arise, such as the need to print additional provisional ballots.

G-4 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH COLORSOURCE, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $485,750.00.

The Resolution authorizes a contract with ColorSource, Inc. to provide election materials, including insertion/mailing of Vote by Mail Ballots, Provisional Ballots, Sample Ballots, and Envelopes for the 2022 General Election Cycle and Primary Election, from January 1, 2022 to December 31, 2022, in an amount not to exceed $485,750.00.

Old Business

New Business

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

Adjournment
MINUTES

December 29, 2021

Call to Order

Salute to the Flag

Open Public Meetings Statement

Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on January 6, 2021 at 10:30 a.m.

Roll Call

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Changes to the Agenda

Approval of the December 15, 2021 regular meeting minutes.

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Comments: N/A

PROCLAMATIONS

53511 Proclamation recognizing Gloucester County Habitat for Humanity on its 50th Home Build Welcoming the Russell Family. (Previously Presented by Commissioner Simmons).

53512 Proclamation in honor of the Bethlehem Baptist Church of Woodbury, NJ’s 125th Anniversary Celebration. (Previously Presented by Commissioner Jefferson).

53513 Proclamation in honor of Sarah Jenkins’ 100th Birthday Celebration. (Previously Presented by Commissioner Jefferson).

53514 Proclamation recognizing Eileen Henderson’s 34 Years of Service to the Gloucester County Community. (Previously Presented by Commissioner Jefferson).

53515 Proclamation recognizing The Gloucester County NAACP Branch 2345 2021 Freedom Fund Image Awards Recipients “The Game Changers”. (Previously Presented by Commissioner Jefferson)

53516 Proclamation recognizing September 2021 Fetal Alcohol Spectrum Disorders Awareness Month. (Previously Presented by Commissioner Jefferson)


53518 Proclamation Welcoming Home Staff Sergeant Brandon Muller. (Previously Presented by Deputy Director DiMarco).
Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

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Comments:

Martene Gardiner of Franklinville objecting to the passing of Resolution 53521 regarding the requiring of the submission of a negative COVID-19 test prior to Commissioner meetings.

Nick DeSilvio of Franklinville read a statement objecting to the passing of Resolution 53521 regarding the requiring of the submission of a negative COVID-19 test prior to Commissioner meetings.

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Comments: N/A

RESOLUTIONS

CONSENT AGENDA

All matters listed under Consent Agenda are considered to be routine by this Board of County Commissioners and will be enacted by one motion in the form listed. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. Where necessary, any item requiring expenditure is supported by Certificate of Available Funds. All Consent Agenda items will be reflected in the minutes.

Motion to approve Consent Agenda

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Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGR

COMMISSIONER DIMARCO

53519 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY DIVISION OF HUMAN AND DISABILITY SERVICES TO BE RENAMED THE GLOUCESTER COUNTY DIVISION OF HUMAN AND SPECIAL SERVICES.

53520 RESOLUTION AUTHORIZING TERMINATION OF THE COUNTY PARKS AND GOLF ADVISORY COUNCIL.

53521 RESOLUTION SETTING THE REQUIREMENTS TO ATTEND IN-PERSON MEETINGS OF THE BOARD OF COUNTY COMMISSIONERS.

53522 RESOLUTION AUTHORIZING A GRANT APPLICATION AND ACCEPTANCE OF FUNDS FROM THE LOCAL EFFICIENCY ACHIEVEMENT PROGRAM ("LEAP") FOR THE TERM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023 FOR $50,000.00, WITH AN IN-KIND MATCH OF $30,823.00, FOR A TOTAL AMOUNT OF $80,823.00.

53523 RESOLUTION AUTHORIZING AN INCREASE OF THE PURCHASE AUTHORITY WITH GOV CONNECTION, INC. VIA SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM IN AN AMOUNT NOT TO EXCEED $200,000.00.
53524 RESOLUTION AUTHORIZING A CONTRACT WITH PLATINUM NETWORKS, LLC FOR $287,432.00.

53525 RESOLUTION AUTHORIZING PURCHASES FROM OPTIV SECURITY, INC. VIA STATE CONTRACT FOR A TOTAL AMOUNT OF $8,006.86.

53526 RESOLUTION AUTHORIZING MODIFICATION OF COUNTY FEES FOR 2022.

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES
DEPUTY DIRECTOR DIMARCO
COMMISSIONER LAVENDER

53527 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH ELECTION SYSTEMS & SOFTWARE, LLC.

53528 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE (LESO), 1033 PROGRAM AND TO ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT.

53529 RESOLUTION AUTHORIZING THE TRANSFER OF GLOUCESTER COUNTY INMATE WELFARE FUNDS TO THE SALEM COUNTY CORRECTIONAL FACILITY.

53530 RESOLUTION AUTHORIZING A K-9 TRANSFER AGREEMENT BETWEEN THE COUNTY AND ANTHONY DECICCO.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS
COMMISSIONER SIMMONS
COMMISSIONER CHRISTY

53531 RESOLUTION AUTHORIZING THE EXECUTION OF TWO (2) HUD 7015.15 FORMS AND ANY OTHER RELATED DOCUMENTS TO COUNTYWIDE HOUSING REHABILITATION USING FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS.

53532 RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 02 TO INCREASE THE CONTRACT WITH ZONE STRIPING, INC.

53533 RESOLUTION AUTHORIZING A CONTRACT WITH FIRST QUALITY, INC. T/A COTTMAN TRANSMISSION FROM DECEMBER 29, 2021 TO DECEMBER 28, 2023 IN AN AMOUNT NOT TO EXCEED $25,000.00 PER YEAR.

53534 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS COMMENCING DECEMBER 29, 2021 TO COMPLETION OF THE PROJECT FOR $167,703.00.

53535 RESOLUTION AUTHORIZING A CONTRACT WITH T&M ASSOCIATES COMMENCING DECEMBER 29, 2021 TO COMPLETION OF THE PROJECT FOR $230,039.00.

53536 RESOLUTION AUTHORIZING A CONTRACT WITH FRENCH & PARRELLO ASSOCIATES COMMENCING DECEMBER 29, 2021 TO COMPLETION OF THE PROJECT FOR $112,875.20.

53537 RESOLUTION AUTHORIZING THE PURCHASE OF TWO SPORT UTILITY VEHICLES FROM NATIONAL AUTO FLEET GROUP THROUGH THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM FOR A TOTAL AMOUNT OF $74,232.76

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS
COMMISSIONER CHRISTY
COMMISSIONER SIMMONS

53538 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO STRYKER SALES CORPORATION FOR $120,488.80.

53539 RESOLUTION AUTHORIZING A CONTRACT WITH OAKLYN FIRE DEPARTMENT, INC. FOR $50,000.00.

53540 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO STRYKER SALES CORPORATION FOR $24,074.70.

DEPARTMENT OF EDUCATION
COMMISSIONER BARNES
COMMISSIONER JEFFERSON
Old Business

New Business

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

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<th>Name</th>
<th>Motion</th>
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<th>Yes</th>
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Comments: N/A

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Comments: N/A

Adjournment

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Comments: N/A

Time: 12:06 p.m.
Call to order at 10:00 a.m. by Clerk of the Board

Open Public Meeting Act Notice

Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on December 22, 2021 at 11:19 a.m.

Pledge of Allegiance, led by the Clerk of the Board

Clerk of the Board, Laurie J. Burns, reads a letter certifying the election of Nicholas DeSilvio and Christopher Konawel, Jr. to the Board of County Commissioners of the County of Gloucester and Jonathan M. Sammons as Gloucester County Sheriff.

The reading of the letter certifying the election of Nicholas DeSilvio and Christopher Konawel, Jr., to the Board of County Commissioners of the County of Gloucester and Jonathan M. Sammons as Gloucester County Sheriff did not occur as the newly elected Commissioners were not in attendance.

Introduction and Swearing-in of newly elected County Commissioner Nicholas DeSilvio.

The introduction and swearing in of Commissioner-elect Nicholas DeSilvio did not occur, as the newly elected Commissioner was not in attendance.

Introduction and Swearing-in of newly elected County Commissioner Christopher Konawel, Jr.,

The introduction and swearing in of Commissioner-elect Christopher Konawel, Jr., did not occur, as the newly elected Commissioner was not in attendance.

Introduction and Swearing-in of newly elected County Sheriff Jonathan M. Sammons.

The introduction and swearing in of County Sheriff Jonathan M. Sammons did not occur, as Sheriff were not in attendance.

ROLL CALL OF THE 2022 BOARD OF COUNTY COMMISSIONERS

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>Present</th>
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<tbody>
<tr>
<td>Konawel</td>
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Nomination, election and swearing-in of Director of the Board of County Commissioners for the year 2022. Swearing-in of the Director of the Board of County Commissioners, the oath of office to be administered by Honorable Stephen M. Sweeney, New Jersey State Senate President.

<table>
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<tr>
<th>Commissioner</th>
<th>Motion</th>
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<th>Yes</th>
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<td>Konawel</td>
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</table>
Nomination, election and swearing-in of Deputy Director of the Board of County Commissioners for the year 2022. Swearing-in of the Deputy Director of the Board of County Commissioners, the oath of office to be administered by Honorable Stephen M. Sweeney, New Jersey State Senate President.

<table>
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<tr>
<th>Commissioner Konawel</th>
<th>Motion</th>
<th>Second</th>
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Director DiMarco asked both Commissioners if, per the policy, they took a COVID-19 test. Commissioner DeSilvio acknowledged that he had not tested and was not going to do so. Director DiMarco advised that for the safety of all in the room and since he chose not to comply with the policy that he should leave the meeting. Commissioner DeSilvio then left the meeting. Commissioner Konawel indicated he had complied with testing.

Comments by Commissioners.

CONSENT AGENDA

All matters listed under Consent Agenda are considered to be routine by this Board of County Commissioners and will be enacted by one motion in the form listed. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. Where necessary, any item requiring expenditure is supported by Certificate of Available Funds. All Consent Agenda items will be reflected in the minutes.

<table>
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<th>Motion to Approve Resolutions 1 through 54 by Consent</th>
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<td>Commissioner Konawel</td>
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53541 RESOLUTION adopting the Rules of the Board for the Board of County Commissioners of the County of Gloucester for the year 2022.

53542 RESOLUTION adopting Commissioner Assignments for the Board of County Commissioners of the County of Gloucester for the year 2022.

53543 RESOLUTION authorizing and approving the Temporary Budget for the year 2022. This resolution is mandated by N.J.S.A. 40A:4-19 to fund the first quarter of 2022 until the 2022 County Budget is adopted.

53544 RESOLUTION authorizing Emergency Temporary Appropriations. This is authorized by N.J.S.A. 40A:4-20. This resolution is needed to fund programs in the first quarter of 2022 in excess of the normal 26.25% limit. Most of the costs involved are grants for which we receive 100% authorization in the beginning of the year and it is impractical to only approve a portion of the grant. This is a normal yearly occurrence.
RESOLUTION adopting a Schedule of Regular Meetings for the Board of County Commissioners of the County of Gloucester for the year 2022. This is to comply with the notice provisions set forth in N.J.S.A. 10:4-9(a).

RESOLUTION fixing a fee to be paid by members of the public for receiving personal notice of meetings pursuant to the Open Public Meetings Act. Any person may request that a public body mail to him or her copies of any regular meeting schedule upon prepayment by such person of a reasonable sum, if any has been fixed by resolution of the public body to cover the costs of providing such notice.

RESOLUTION adopting a Cash Management Plan pursuant to N.J.S.A. 40A:5-14, et seq. N.J.S.A. 40:5-14 requires every local unit to adopt a cash management plan by majority vote annually. The Chief Financial Officer of the unit is charged with administering the plan.

RESOLUTION authorizing a contract with Parker McCay, P.A. for professional Bond Counsel and other legal services from January 1, 2022 to December 31, 2022, in an amount not to exceed $175,000.00.

RESOLUTION authorizing a contract with Brown & Connery for professional Labor Counsel and other legal services from January 1, 2022 to December 31, 2022, in an amount not to exceed $275,000.00.

RESOLUTION authorizing a contract with Acacia Financial Group, for professional Financial Advisor services from January 1, 2022, to December 31, 2022, in an amount not to exceed $50,000.00.

RESOLUTION authorizing a contract with John Alice for legal services for the County Adjuster’s Office from January 1, 2022 to December 31, 2022, in an amount not to exceed $35,000.00.

RESOLUTION authorizing a contract with John Alice for legal counsel for the County Division of Social Services from January 1, 2022 to December 31, 2022, in an amount not to exceed $80,000.00.

RESOLUTION authorizing a contract with CME Associates for professional engineering services regarding the 2022 septic system plan reviews in an amount not to exceed $120,000.00.

RESOLUTION authorizing contracts with Bach Associates, PC and Joseph F. McKernan Jr. Architects and Associates, LLC for professional architectural services from January 1, 2022 to December 31, 2022 in an amount not to exceed $175,000.00 each.

RESOLUTION authorizing a contract with Bowman & Company, LLP for accounting and other related services related to the 2021 calendar year County Welfare Agency Audit from January 1, 2022 to December 31, 2022 in an amount not to exceed $57,500.00.

RESOLUTION designating Gloucester County Qualified Purchasing Agent, Kimberly A. Larter as Gloucester County’s Public Agency Compliance Officer as required by the New Jersey Administrative Code Section 17:27-3.2 for calendar year 2022. The Public Agency Compliance Officer (hereinafter “PACO”) shall specifically perform the duties prescribed in New Jersey’s affirmative action rules and ensuring the County’s compliance with these rules. The PACO also performs any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance.

RESOLUTION establishing the official newspapers for the County of Gloucester for the year 2022. The South Jersey Times, Courier Post and the Sentinel of Gloucester County.

RESOLUTION appointing members to the Agriculture Development Board. West Jay Kandle, Russell Marino and Michael Visalli.

RESOLUTION appointing members to the Animal Shelter Advisory Committee. Barbara Cancio, Lynn Bianco and Thomas Bianco.
RESOLUTION appointing a member to the Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester. Dean Elisio

RESOLUTION appointing members to the Gloucester County Commission for Women. Lisa Cerny, Kristine Cervantes, Danielle M. Clark, Cheryl Hoffman Coniglio, Karen Dickel, Laura Houston, Mary Jane Love, Rena Morrow, Ana Rivera, Gail Slimm, Marguerite Stubbs, Jennifer Turner, Sue Weber, and Beverly Ranton Wellons

RESOLUTION appointing members, a Chairman and Vice Chairman for the Gloucester County Construction Board of Appeals. Mark Brunermer, Joseph Conboy and Robert Deangelo as members and designating Robert Deangelo as Chairman and Joseph Conboy as Vice Chairman.

RESOLUTION appointing representatives to the Delaware Valley Regional Planning Commission. Vince Voltaggio and Commissioner Simmons, 1st Alternate.

RESOLUTION appointing members to the Disabilities Advisory Council. Kevin Brown, Joan Clark, Joyce Feder, Bryan Miller, Kimberly Quigley, Theresa Rohlfing, Rhonda Rogers, Graceanne Ryan, OEM Representative, Rowan School of Medicine Rep., Division of Vocational Rehabilitation, County Special Services School District, Workforce Development Board.

RESOLUTION appointing members to the Diversity, Equity, and Inclusion Advisory Board. Ave Altersitz, Michelle Baylor, Lisa Cerny, Roy Dawson, Michael Dicken, Frederick Keating, Ed.D. and Rafael Muniz.

RESOLUTION appointing members to the Emergency Management Council. Emergency Management Coordinator, Heath Department, Public Works Dept. Liaison, Public Information Officer, Economic Development Director, CBRNE Team, Division of Social Services, Sheriff, County Counsel, County Fire Marshal, Charles Jones (Solvey Solexis), Mark Chapman, Inspira Medical Systems, Red Cross Director, Deputy Emergency Management Coordinator, Division of Special Transportation, County Medical Examiner, County EMS Chief, County Prosecutor, Commissioner Liaison, Hazmat Mitigation Officer, County Mental Health Administrator, Pat Robinson, Paulsboro Refining Co.

RESOLUTION appointing members to the Gloucester County Excess Liability Fund. Timothy Sheehan and County Counsel, Alternate.

RESOLUTION appointing Assistant Fire Marshals for the County of Gloucester. John Austin, George W. Huston, Michael Mitten, David Raso, Victor Torino and Walt Woodward.

RESOLUTION appointing a member to the Gloucester County Housing Authority. John Giovannetti.

RESOLUTION appointing members to the Human Services Advisory Council for Gloucester County. Lisa Conley, Natalie Fortunato, Frances Harwell, Regina Ridge, Innges Simpson and Joseph Spencer.

RESOLUTION appointing a member to the Gloucester County Improvement Authority. Greg Ferretti.

RESOLUTION appointing a member to the Industrial Pollution Control Finance Authority. Laurie Burns and Tracey Giordano

RESOLUTION appointing members as the Gloucester County Insurance Commission Representatives. County Counsel and George Hayes, Alternate.

RESOLUTION appointing members to the County Interagency Coordinating Council for Children. Rudolph Aikens, Robert Bamford, Lisa Conley, Virginia DeLong, Christina DiGiovacchino, Emily Gillam, Kim Glazer, Adrienne Jackson, Amy Kiger, Beverly Lynch, Tracy Hilliker Mauriello, Jennifer Plews, Jennifer Rodriguez, Linda Smith, McKinney-Vento Liaison, Director Gloucester County CMO, Director Mobile Response and Director Family Support Org

RESOLUTION appointing members to the Library Commission. David Flaherty

RESOLUTION appointing members to the Local Citizens Advisory Board of Transportation. Salvatore Barbuto, Nick Cressman, Robert Dazlich, Cadie DiGiambattista, Dennis Ledger and NJ Transit Representative.

RESOLUTION appointing Gloucester County members to the New Jersey Association of Counties. Commissioner Heather Simmons, Commissioner Frank J. DiMarco, 1st Alternate, and Commissioner Jim Jefferson, 2nd Alternate.

RESOLUTION appointing a Deputy OEM Coordinator. Charles Murtaugh

RESOLUTION appointing a member to the Pinelands Commission. Commissioner Christy.

RESOLUTION appointing members to the Police Academy Advisory Board. Citizen Members: Director of Emergency Response, Steven Pfeiffer; Member of The Gloucester County Prosecutor’s Office; Three (3) Members of The Police Chief’s Association Representatives; Lt. Guy Collins; Member of Rowan College of South Jersey; Commissioner DiMarco and Commissioner Christy.

RESOLUTION appointing members to the Rowan College of South Jersey Board of Trustees Search Committee. Colleen Collins, Dr. Geraldine Martin, Edward Munin, Phillip Tartaglione and Genevieve Witt.

RESOLUTION appointing members to the Rowan College of South Jersey Board of Trustees. Isabelita Marcelo Abele and Len Daws.


RESOLUTION appointing members to the South Jersey Regional Film Cooperative. Tom Bianco, John Burzichelli, Michelle Shirey, and Commissioner Simmons

RESOLUTION appointing Deputy Tax Assessors. Robin Hague and Jeffery Taylor.

RESOLUTION appointing members to the Tri-County Water Quality Control Board. Mackenzie Belling and Beth Christensen

RESOLUTION appointing members to the Gloucester County Utilities Authority. Randy Cossaboon and James Sabetta.

RESOLUTION appointing members to the Advisory Board for the County Veteran’s Cemetery. Commissioner Liaison, Commissioner Liaison Deputy, Commander, GC Vet Advisory Board, Director of Veteran’s Affairs, Supervisor of Internment

RESOLUTION appointing members to the Voting Accessibility Advisory Committee. The 4 Members Board of Elections, Commissioner Frank DiMarco, Lynn McClintock, Superintendent of Elections, Mark Harris, Bernadette Forward and Chad Bruner, County Administrator.
53593 RESOLUTION appointing members to the Workforce Development Board. Anthony Bellia, Julie DeLaurentis, Kathy Farinaccio, Michael Girone, Peter Kaprielyan, Hunter Kintzing, James Robinson, Shane Stevenson and Les Vail.


Director’s Appointments
- Director DiMarco is appointed Liaison to the Improvement Authority, The Housing Authority, The Utilities Authority, The Board of School Estimates for GCIT/SSSD and the Board of School Estimates for Rowan College of South Jersey (RCSJ);
- Deputy Director Simmons is appointed Liaison to the Board of School Estimates for GCIT/SSSD, The Gloucester County Chamber of Commerce and the Agriculture Development Board;
- Commissioner Simmons is appointed Liaison to the Gloucester County Chamber of Commerce;
- Commissioner Barnes is appointed Liaison to The Board of School Estimates for GCIT/SSSD and the Board of School Estimates for Rowan College of South Jersey (RCSJ);
- Commissioner Jefferson is appointed Liaison to The Commission for Women, The Disabled Advisory Council, The Diversity, Equity and Inclusion Advisory Board, The Human Services Advisory Council, The Local Advisory Committee on Alcohol and Drug Abuse, The Local Citizens Advisory Board of Transportation, The Gloucester County Mental Health Board, and The Youth Services Commission;
- Tom Bianco is appointed Representative to Main Street Woodbury; and
- Nick Cressman is appointed Representative to the Southern New Jersey Resource Conservation & Development Council.

Adjournment

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Time: 10:45 a.m.
RESOLUTION APPROVING THE BILL LISTS
FOR THE MONTH OF JANUARY, 2022

WHEREAS, the Board of County Commissioners of the County of Gloucester has received and reviewed the bill list for the County as prepared, reviewed, and approved by the County Treasurer for the monthly period ending January 14, 2022; and

WHEREAS, the County Division of Social Services has submitted their bill list, including daily payments made by the Division, and Administrative payments to be issued, which list was reviewed and approved by the Division’s Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending January 14, 2022.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending January 14, 2022, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of County Commissioners, and the County Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the County Division of Social Services’ bill list for the period ending January 14, 2022, which includes ratification of prior emergency payments made as prepared, reviewed and approved by the Division’s Finance Officer and Director and the County Treasurer is hereby approved, and the Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE CONTRACTS PURSUANT TO N.J.S.A. 40A:11-12 FOR CALENDAR YEAR 2022

WHEREAS, pursuant to N.J.S.A. 40A:11-12 any contracting unit may, without advertising for bids, purchase materials, supplies and equipment, through the State of New Jersey (hereinafter “State”) Cooperative Purchasing Program under any State contracts entered into by the State’s Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the County of Gloucester is such a contracting unit and desires to purchase materials, supplies and equipment through such State contracts without the need for public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County’s Qualified Purchasing Agent be, and is, hereby authorized to purchase materials, supplies and equipment for the County through State Contracts under the State’s Cooperative Purchasing Program pursuant to N.J.S.A. 40A:11-12, and all other applicable statutes and regulations for the year 2022.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE LEASING OF COPY MACHINES FROM RICOH USA, INC. VIA STATE CONTRACT FROM JANUARY 11, 2022 TO JANUARY 10, 2023 IN AN AMOUNT NOT TO EXCEED $275,000.00

WHEREAS, the County of Gloucester (hereinafter the "County") has the need to lease copy machines, inclusive of maintenance services and supplies, for use by County departments; and

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, it has been determined that the County can obtain said equipment, services and supplies from Ricoh USA, Inc. of 640 Freedom Business Drive, King of Prussia, PA 19406 via State Contract Number 40467, from January 11, 2022 to January 10, 2023, in an amount not to exceed $275,000.00; and

WHEREAS, the equipment, supplies and services shall be for estimated units and is therefore open-ended, which does not obligate the County to make any purchase or obtain any service, so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the leasing of copy machines, inclusive of maintenance services and supplies from Ricoh USA, Inc. is hereby authorized via State Contract Number 40467, from January 11, 2022 to January 10, 2023, in an amount not to exceed $275,000.00; and, that the County’s Qualified Purchasing Agent is hereby authorized to execute all documents necessary for the aforesaid purpose on behalf of the County; and

BE IT FURTHER RESOLVED that prior to any lease made pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING GOVDEALS ONLINE AUCTIONS TO SELL CERTAIN COUNTY SURPLUS PROPERTY VIA THE SOURCEWELL NATIONAL COOPERATIVE PRICING SYSTEM

WHEREAS, N.J.S.A. 40A:11-36 permits the governing body to sell property no longer needed for public use, and the County of Gloucester ("County") from time to time seeks to sell certain surplus property no longer needed for public use; and

WHEREAS, the County desires to sell such surplus property through GovDeals Online Auctions via the Sourcewell National Cooperative Pricing System.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County’s Qualified Purchasing Agent is authorized sell certain surplus property using GovDeals Online Auctions, via GovDeals Sourcewell contract number 012821-GDI, from January 1, 2022 to December 31, 2022, at no cost to the County.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING PURCHASES FROM W.B. MASON COMPANY, INC.
VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023
IN AN AMOUNT NOT TO EXCEED $130,000.00

WHEREAS, the County of Gloucester ("County") has a need to purchase office supplies and equipment as needed by County departments; and

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

WHEREAS, it has been determined that the County can purchase such supplies and equipment from W. B. Mason Company, Inc. of 151 Heller Place, Bellmawr, NJ 08031 through State Contract No. 0000003, from January 19, 2022 to January 18, 2023, in an amount not to exceed $130,000.00; and

WHEREAS, the purchases shall be for estimated units on an as-needed basis, which does not obligate the County to make any purchase and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase of supplies and equipment from W. B. Mason Company, Inc. is hereby authorized through State Contract No. 0000003, from January 19, 2022 to January 18, 2023 in an amount not to exceed $130,000.00; and, that the County’s Qualified Purchasing Agent is hereby authorized to execute any documents necessary for the aforementioned purchases on behalf of the County; and

BE IT FURTHER RESOLVED that prior to any purchase made pursuant to the within award, a certification must be obtained from the County Treasurer 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
COUNTY OF GLOUCESTER, NEW JERSEY

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF GLOUCESTER,
NEW JERSEY, AUTHORIZING THE EXECUTION AND
DELIVERY OF A REIMBURSEMENT AGREEMENT IN
CONNECTION WITH THE COMPLETION OF A
CAPITAL IMPROVEMENT PROJECT BY THE
GLOUCESTER COUNTY VOCATIONAL-TECHNICAL
SCHOOL DISTRICT

BACKGROUND

WHEREAS, pursuant to a resolution duly and finally adopted on January 20, 2021, by
The Board of Education of the Special Services School District and the Vocational School
District of the County of Gloucester, The Gloucester County Vocational-Technical School
District ("School District") has determined to undertake a capital project consisting of the
planning, design and construction of a new two story 24,461 square foot building for advanced
manufacturing and applied science on the Gloucester County campus of Rowan College of South
Jersey, at a cost not-to-exceed $16,000,000 ("Project"); and

WHEREAS, pursuant to a resolution duly and finally adopted by the Board of County
Commissioners ("Board") of the County of Gloucester, New Jersey ("County") on January 20,
2021, the County has approved the Project and pledged a contribution of twenty-five percent
(25%) of the Project costs in an amount not to exceed $4,000,000, together with any contingency
funding that may arise in the event of unanticipated cost overruns ("County Contribution"); and

WHEREAS, pursuant to an award letter dated July 2, 2021, a portion of the funding for
the Project in the amount of not to exceed $12,000,000 will be provided by the State of New
Jersey ("State") by and through the Securing Our Children’s Future Bond Act and specifically,
the Career and Technical Education Program Expansion Grants program ("Grant"); and

WHEREAS, the County intends to provide temporary financing for the costs of Project
expenses in excess of the County Contribution until such time as the Grant funding is provided to
the School District by the State ("Additional Funding"), at which time, the School District shall
utilize the Grant to reimburse the County for any Additional Funding Provided; and

WHEREAS, the County now desires to authorize the execution and delivery of a
Reimbursement Agreement to set forth the terms and conditions of the repayment by the School
District to the County for any Additional Funding provided by the County with the proceeds of the
Grant upon receipt thereof by the School District ("Reimbursement Agreement").

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

Section 1. The Reimbursement Agreement, in such form as shall be prepared by the
County’s professional advisors and approved by the County Administrator and/or County
Treasurer/Chief Financial Officer, providing for the matters described in this Resolution, is hereby
authorized and approved.

Section 2. The Director of the Board, County Administrator and County
Treasurer/Chief Financial Officer are each hereby authorized and directed to execute, acknowledge
and deliver the Reimbursement Agreement on behalf of the County.

Section 3. All actions heretofore taken and documents prepared or executed by or on
behalf of the County by the County Commission Director, County Treasurer/Chief Financial
Officer or other County officials and by the County’s professional advisors, in connection with the
execution and delivery of the Reimbursement Agreement, are hereby ratified, confirmed, approved
and adopted.
Section 4. The Director of the Board, County Administrator, County Treasurer/Chief Financial Officer, Clerk of the Board, Deputy Clerk of the Board or other County officials are hereby authorized and directed to determine all matters and execute all documents and instruments in connection with the Reimbursement Agreement not determined or otherwise directed to be executed, or by this or any subsequent resolution, and the signature of the Director of the Board, County Administrator, County Treasurer/Chief Financial Officer, Clerk of the Board, Deputy Clerk of the Board or other County officials on such documents or instruments shall be conclusive as to such determinations.

Section 5. All other 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 immediately upon adoption.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING A PURCHASE FROM DEERE & COMPANY
VIA STATE CONTRACT FOR A TOTAL AMOUNT OF $21,429.88

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements, and by resolution adopted on December 18, 2019 the County of Gloucester ("County") joined the Sourcewell National Cooperative Pricing System as member number 47764; and

WHEREAS, the County has a need to purchase one (1) John Deere 3025E compact utility tractor for use by the Division of Public Works; and

WHEREAS, it has been determined that the County can purchase said equipment from Deer & Company of 2000 John Deere Run, Cary, NC 27513, via the Sourcewell National Cooperative Pricing System, Number 110719-JDC for $21,429.88; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-00150, to be charged against budget line item 1-01-26-315-001-20680.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase of one (1) John Deere 3025E compact utility tractor is hereby authorized through the Sourcewell National Cooperative Pricing System, Number 110719-JDC for a total amount of $21,429.88.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
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SOURCWISE COOPERATIVE PRICING SYSTEM CONTRACT # 110719-20C

PURCHASE ORDERS MUST BE SENT TO:
CENTRAL JERSEY EQUIPMENT, LLC
670 ROUTE 40
ELMER, NJ 08318
856-356-2600
sales@centraljerseyequipment.com

PASSED BY RESOLUTION: JANUARY 19, 2022

CLAIMANT'S CERTIFICATE & 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 fur-
nished or services rendered as stated therein; that no bonus has been
given or received by any person within the knowledge of this claimant
in connection with the above claim; that the amount therein stated is
a reasonable one.

X
VENDOR SIGN HERE

RECEIVER'S CERTIFICATION:
I, having knowledge of the facts, certify
that the materials and supplies have been
received or the services rendered; said cer-
tificate being based on signed delivery slips
or other reasonable procedures.

APPROVAL TO PURCHASE:
DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW

TREASURER / CFO
QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 80-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Central Jersey Equipment LLC
670 Route 40
Elmer, NJ 08318
856-358-2880
general@centraljerseyequipment.com

---

**Quote Summary**

Prepared For:
GLOUCESTER COUNTY PUBLIC WORKS
1200 N DELSEA DR
CLAYTON, NJ 08312
Business: 856-853-5830

Delivering Dealer:
Central Jersey Equipment LLC
Hugh McAfferty
670 Route 40
Elmer, NJ 08318
Phone: 856-358-2880
Mobile: 609-774-3182
hmcafferty@centraljerseyequipment.com

3% Price increase for sales exceeding $5,000 paid by Credit Card

*The parties acknowledge that this is not a contract until signed by both parties below. This is an estimate only, subject to approval by Management, and subject to approval if appropriate by all financial entities, and does not constitute a contract until signed by both parties.

All deposits are non refundable.

---

**Equipment Summary**

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**Contract:** Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

**Price Effective Date:** December 29, 2021

**Equipment Total:** $21,429.88

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*Includes Fees and Non-contract Items

**Quote Summary**

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Salesperson: X

Accepted By: X

Confidential
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Central Jersey Equipment LLC
670 Route 40
Elmer, NJ 08318
856-358-2880
general@centraljerseyequipment.com

Prepared For:
GLOUCESTER COUNTY PUBLIC WORKS

Proposal For:

Delivering Dealer:
Hugh McCafferty
Central Jersey Equipment LLC
670 Route 40
Elmer, NJ 08318
856-358-2880
general@centraljerseyequipment.com

Quote Prepared By:
Hugh McCafferty
609-774-3182
hmccafferty@centraljerseyequipment.com

Date: 30 December 2021
Offer Expires: 31 January 2022
RESOLUTION AUTHORIZING A CONTRACT WITH AMERICAN WEAR, INC.
FROM JANUARY 23, 2022 TO JANUARY 22, 2024 IN AN AMOUNT NOT
TO EXCEED $42,000.00 FOR THE DURATION OF THE CONTRACT

WHEREAS, the County of Gloucester has a need for the supply and delivery of rental
uniforms for employees of the Departments of Mosquito Control, Fleet Management and Animal
Shelter, as set forth in bid specifications PD-22-001; and

WHEREAS, bids were publicly received and opened on December 22, 2021, and after
following proper bid opening and evaluation procedure, it was determined that American Wear, Inc. of 261 N. 181st Street, East Orange, NJ 07107, was the sole responsive and responsible
bidder to provide said goods and services as set forth in the specifications, in an amount not to
exceed $42,000.00 for the duration of the three-year contract; and

WHEREAS, this contract 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 contract is for estimated units of service or purchases on an as-needed
basis and is open-ended, which does not obligate the County of Gloucester to obtain any service
or make any purchase, and therefore, no Certificate of Availability of Funds is required at this
time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of
the County of Gloucester that the Director is authorized to execute and the Clerk of the Board to
attest to, a contract with American Wear, Inc. for the supply and delivery of rental uniforms for
employees of the Departments of Mosquito Control, Fleet Management and Animal Shelter as
set forth in bid specifications PD-22-001, from January 23, 2022 to January 22, 2024 in an
amount not to exceed $42,000.00 for the duration of the contract period; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered
pursuant to the within award, a certification must be obtained from the County Treasurer
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 County Commissioners of the County of
Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
AMERICAN WEAR, INC.

THIS CONTRACT is made effective the 19th day of January, 2022, 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 AMERICAN WEAR, INC., with offices at 261 N. 181st Street, East Orange, NJ 07107, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of rental uniforms for employees of the Departments of Mosquito Control, Fleet Management, and the Animal Shelter, as set forth in bid specifications PD-022-001; and

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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for a period of three (3) years, from January 23, 2022 to January 22, 2024.

2. COMPENSATION. Contract shall be for estimated units of service and/or purchases made on an as-needed basis, as set forth in the specifications PD-022-001 and Vendor’s bid response, in an amount not to exceed $42,000.00 for the duration of the 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.

Each invoice shall contain an itemized, detailed description of all items 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 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 supplies delivered furnished under this Contract.
3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be for the supply and delivery of uniforms for the County Departments of Mosquito Control, Fleet Management, and the Animal Shelter for three (3) years, as set forth in the specifications PD-022-001, and Vendor’s bid response, which are incorporated into and made part of this Contract by reference.

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

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

   b. The Contractor 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.

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

   d. The Contractor 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.

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

   f. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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 Vendor 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 shall consist of this document and the Specifications PD-022-001, and Vendor’s bid response. If there is a conflict between this Contract and any other documents, this Contract and the Specifications will control.

**THIS CONTRACT** shall be effective the 19th day of January, 2022.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director, and attested by the Board Clerk pursuant to a Resolution 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:**

**CO UNTY OF GLOUCESTER**

**LAURIE J. BURNS,**
CLERK OF THE BOARD

**FRANK J. DIMARCO,**
DIRECTOR

**ATTEST:**

**AMERICAN WEAR, INC.**

By: JOHN AURIEMMA,
Title: PRESIDENT
<table>
<thead>
<tr>
<th>Description</th>
<th>Summer: $69.11</th>
<th>Winter: $69.11</th>
</tr>
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<tbody>
<tr>
<td>1st Year Monthly Cost:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Annual Cost:</td>
<td>$929.32/Year</td>
<td></td>
</tr>
<tr>
<td>2nd Year Monthly Cost:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Annual Cost: 2nd Year:</td>
<td>$929.32/Year</td>
<td></td>
</tr>
<tr>
<td>3rd Year Monthly Cost:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Annual Cost: 3rd Year:</td>
<td>$929.32/Year</td>
<td></td>
</tr>
</tbody>
</table>

**This is a three (3) year contract**

Grand Total: $41,520.60

Start Up Date: 30 Days

Variations: None

Bid specifications sent to:
- Prime Vendor
- UniFirst Corp
- Onvia

Based upon the bids received, I recommend American Wear, Inc., to awarded the contract as the lowest responsive, responsible bidder.

Sincerely,

Kimberly Larter, Qualified Purchasing Agent
RESOLUTION AUTHORIZING PURCHASES FROM MONTAGE ENTERPRISES, INC. VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $60,000.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of any goods or services through State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester, through the Department of Public Works, requires various parts and repairs for lawn and grounds equipment; and

WHEREAS, the County can purchase said goods and services from Montage Enterprises, Inc., with an address of 140 Route 94, P.O. Box 631, Blairstown, NJ 07825 via State Contract Number 43041, from January 19, 2022 to January 18, 2023, in an amount not to exceed $60,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that purchases from Montage Enterprises, Inc. are hereby authorized for various parts and repairs for lawn and grounds equipment via State Contract Number 43041, from January 19, 2022 to January 18, 2023, in an amount not to exceed $60,000.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION ACKNOWLEDGING THE NAME CHANGE OF FEDERICI & AKIN, P.A. TO BRYSON & YATES CONSULTING ENGINEERS, LLC

WHEREAS, the County of Gloucester ("County") adopted Resolutions awarding certain professional services contracts as per RFP-19-055 and RFP-21-019 to Federici & Akin, P.A., which are currently still in effect; and

WHEREAS, the County has received notification from Federici & Akin, P.A. advising that it is now known as Bryson & Yates Consulting Engineers, LLC, as per New Jersey Business Registration Certificate Number 2596281 issued on January 10, 2022, and as a result, it is necessary for the County to adjust any and all pertinent contract amendments, purchase requisitions, certificates of availability, etc. to reflect said name change.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County hereby acknowledges that Federici & Akin, P.A. is now known as Bryson & Yates Consulting Engineers, LLC, and that any relative contract amendments, purchase requisitions and certificates of availability shall now reflect the name of Bryson & Yates Consulting Engineers, LLC for current and future payments due to the former Federici & Akin, P.A.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
<table>
<thead>
<tr>
<th><strong>State of New Jersey</strong></th>
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<tr>
<td><strong>Business Registration Certificate</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>BRYSON &amp; YATES CONSULTING ENGINEERS LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
</tbody>
</table>
| **Address:**       | 307 Greentree Rd  
WASHINGTON TOWNSHIP, NJ 08080 |
| **Certificate Number:** | 2596281 |
| **Effective Date:** | June 09, 2021 |
| **Date of Issuance:** | January 10, 2022 |

*For Office Use Only:*

20220110080119287
Request for Taxpayer Identification Number and Certification

Customer name: Bryson & Yates Consulting Engineers, LLC

Business name/individual or entity name: Bryson & Yates Consulting Engineers, LLC

Filer, I certify:

1. The number shown on this Form is my correct taxpayer identification number (or I am seeking a number to be issued to me); and

2. That during any calendar year, I will not be required to file an information return relating to ownership of stocks or securities (other than certain publicly traded stocks and securities) or certain gross income reported on an information return.

Certification

[Signature] [Date]

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislative actions after they are published, go to www.IRS.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amounts reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (Dividends, including those from stocks or mutual funds)
- Form 1099-MISC (Various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (Stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (Proceeds from real estate transactions)
- Form 1099-K (Merchant card and third party network transactions)
- Form 1098 (Home mortgage interest, 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (Canceled debt)
- Form 1098-A (Acquisition or abandonment of secured property)

Note: If you are a U.S. person (including a resident alien), to provide your correct TIN, you might be subject to backup withholding. See What is backup withholding? later.
RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH SIEMENS INDUSTRY, INC., FROM JANUARY 1, 2022 TO DECEMBER 31, 2023 FOR $87,953.00, AND A CONTRACT IN AN AMOUNT NOT TO EXCEED $8,000.00 ANNUALLY

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County of Gloucester ("County") has a need for services relative to technical support, testing, inspection and maintenance associated with the proprietary Siemens XLS-V Fire Alarm System in use at the County Justice Complex; and

WHEREAS, the County can obtain said services from Siemens Industry, Inc. as per Contractor’s Proposal Number 6456996 and Service Agreement dated November 29, 2021, for a total amount of $87,953.00 (payable as $43,321.00 in 2022, and $44,632.00 in 2023); and

WHEREAS, a contractual provision is also necessary for as-needed, incidental maintenance and supplies that are not covered under the Service Agreement, from January 1, 2022 to December 31, 2023 in an amount not to exceed $8,000.00 per year; and

WHEREAS, the County Treasurer has certified the availability of funds for the 2022 payment of $43,321.00 pursuant to C.A.F. Number 22-00154, which shall be charged against budget line item 2-01-20-140-001-20370. Continuation of the Contract and Service Agreement beyond 2022 is conditioned upon approval of the final 2023 Gloucester County Budget.

WHEREAS, the variable component of the Contract is for estimated units of service on an as-needed basis, which does not obligate the County of Gloucester to make any purchase or obtains any service, so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board to attest to, the Service Agreement with Siemens Industry, Inc. for proprietary services relative to the Siemens XLS-V Fire Alarm System at the County Justice Complex for $87,953.00; and, the Contract in an amount not to exceed $8,000.00 per year for as-needed, incidental maintenance and supplies not covered under the Service Agreement from January 1, 2022 to December 31, 2023; and

BE IT FURTHER RESOLVED that prior to any payments made or service rendered pursuant to the within award, a Certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular payment 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
# County of Gloucester Purchasing Department

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**

**THIS NUMBER MUST APPEAR ON ALL INVOICES**

**NO.** 22-00154

**ORDER DATE:** 01/11/22  
**REQUISITION NO:** R2-00177  
**DELIVERY DATE:**  
**STATE CONTRACT:** PROPRIETARY  
**ACCOUNT NUM:**

---

**SALES TAX ID # 21-6000660**

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<tr>
<th>QTY/UNIT</th>
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<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>TWO YEAR SERVICE AGREEMENT FOR COUNTY JUSTICE COMPLEX FOR TECHNICAL SUPPORT &amp; MAINTENANCE FOR PROPRIETARY SOFTWARE FOR XLS-V FIRE ALARM UNIT AS OUTLINED IN PROPOSAL DATED 11/29/2021 IN THE AMOUNT OF $87,953.00 FOR A TWO YEAR TERM BEGINNING 1/1/2022. THIS IS THE 1ST INSTALLMENT FOR YEAR ONE WHICH COVERS 1/1/2022-12/31/2022 IN THE AMOUNT OF $43,211.00 THE 2ND INSTALLMENT FOR YEAR TWO IN THE AMOUNT OF $44,632.00 WHICH COVERS 1/1/2023-12/31/2023 WILL BE PROCESSED UPON 2023 BUDGET APPROVAL. APPROVED 1/19/2022</td>
<td>2-01-20-140-001-00370</td>
<td>43,211.0000</td>
<td>43,211.00</td>
</tr>
</tbody>
</table>

**TOTAL** 43,211.00

---

**CLAIMANT'S CERTIFICATE & 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 and that no bonus has been given or received by any person within the knowledge of this claimant in connection with the above claim that the amount therein stated is just due and owing and that the amount charged is a reasonable one.

**X**  
**VENDOR SIGN HERE**  
**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.

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

---

**TREASURY/CFO**

**QUALIFIED PURCHASING AGENT**

---

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SIEMENS INDUSTRY, INC.

THIS CONTRACT is made effective the 1st day of January 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, NJ 08096 hereinafter referred to as "County", and SIEMENS INDUSTRY, INC., with offices at 2000 Crawford Place, Suite 300, Mount Laurel, NJ 08054 hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County has a need for services relative to technical support, testing, inspection and maintenance for proprietary hardware and software pertaining to the Siemens XLS-V Fire Alarm System located at the GC Justice Center; and

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County also has a need for as estimated units of service regarding incidental maintenance and supplies necessary for efficient operation of said fire alarm system; and

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

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

TERMS OF AGREEMENT

1. TERM. The contract shall be for the period of two (2) years from January 1, 2022 to December 31, 2023.

2. COMPENSATION. The Contractor shall be compensated for the provision of technical support, testing, and inspection services for a total contract amount of $87,953.00, payable as $43,321.00 in 2022 and $44,632.00 in 2023, plus an additional amount not to exceed $8,000.00 per year for incidental maintenance and supplies on an as-need basis not covered under the Service Agreement dated November 29, 2021.

Payments to be made beyond December 31, 2022 shall be conditioned upon approval of the final County 2023 budget.

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.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall include services relative to technical support, testing, inspection and maintenance for proprietary hardware and software pertaining to the Siemens XLS-V Fire Alarm System located at the County Justice Center as per Contractor’s Proposal Number 6456995 and Service Agreement dated November 29, 2021 (Exhibit A), which are incorporated herein and made part of this Contract, and for incidental maintenance and supplies on an as-need basis not covered under the Service Agreement.

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 Contractor’s renewal documents.

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

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

   b. The Contractor 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.

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

   d. The Contractor, 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.

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

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

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or 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 County Bid Specifications or Requests for Proposal, 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 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 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 affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and Exhibit A. Should there occur a conflict between this Contract and Exhibit A, then this Contract will control.

**THIS CONTRACT** is made effective the 1\textsuperscript{st} day of January, 2022.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by its Clerk, 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.

\begin{align*}
\text{ATTEST:} & & \text{COUNTY OF GLOUCESTER} \\
Laurie J. Burns, & Frank J. Dimarco, Director \\
Clerk of the Board & \\
\text{ATTEST:} & & \text{SIEMENS INDUSTRY, INC.} \\
\text{By:} & & \text{Title:}
\end{align*}
Smarter buildings drive smarter, and more efficient, building operations.

Creating perfect places to live. That’s ingenuity for life.
# Table of Contents

INTRODUCTION ........................................................................................................1
  Proposal Information .........................................................................................1
  Contact Information .........................................................................................3

CUSTOMER OVERVIEW .......................................................................................4
  Executive Summary .........................................................................................4
  Siemens Capabilities & Customer Commitment .............................................5

SERVICE SOLUTION ............................................................................................0

SERVICE IMPLEMENTATION PLAN ....................................................................6
  Service Agreement Contract Characteristics .................................................6
  Maintained Equipment Table .........................................................................7

TERMS AND CONDITIONS ..................................................................................10
  Terms and Conditions ...................................................................................10
  Agreement Terms for Investments .................................................................11

SIGNATURE PAGE ............................................................................................12
  Signature Page ..............................................................................................12

APPENDICES .....................................................................................................0

Page 2 of 12
Contact Information

Sales Executive: Lucas Baker

Branch Address: 1450 Union Meeting Road
Blue Bell, PA 19422

Telephone: 484-919-6924

Email Address: lucas.baker@siemens.com

Customer Contact: Amy Gregg

Customer: COUNTY OF GLOUCESTER JUSTICE COMPLEX

Address: 70 HUNTER ST
WOODBURY NJ 08096

Services shall be provided at: COUNTY OF GLOUCESTER JUSTICE COMPLEX
70 HUNTER ST WOODBURY NJ 08096
Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for COUNTY OF GLOUCESTER JUSTICE COMPLEX, and the services provided herein will help you in achieving your facility goals.

Our Services

Siemens will provide the following services.

Service Description

- Test & Inspection – Fire Alarm System
- Repair & Replacement Fire Alarm System
Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.
Service Agreement Contract Characteristics

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<tr>
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<tr>
<td>Additional Material Discount</td>
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*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.*
Maintained Equipment Table

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Service Description</th>
<th>Qty</th>
<th>Frequency</th>
<th>Year</th>
<th>Service Location</th>
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<td></td>
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<td>Remote Control/Annunciator Panel</td>
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## Fire

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<tr>
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<td>Frequency</td>
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<td>Tamper Switch Monitor Module</td>
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</table>
Terms and Conditions

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.
Agreement Terms for Investments

Services shall be provided at:

70 HUNTER ST
WOODBURY, NJ 08096

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 2 Periods beginning 2022-01-01. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 3%. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

<table>
<thead>
<tr>
<th>Period</th>
<th>Period Range</th>
<th>Billing Frequency</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jan 1,2022 - Dec 31,2022</td>
<td>Annually</td>
<td>$43,321.00</td>
</tr>
<tr>
<td>2</td>
<td>Jan 1,2023 - Dec 31,2023</td>
<td>Annually</td>
<td>$44,632.00</td>
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</tbody>
</table>

Multi-Period Investment Total: $87,953.00

*Amount Due In Advance Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.
Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the foregoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Initial Term Investments

<table>
<thead>
<tr>
<th>Period</th>
<th>Period Range</th>
<th>Billing Frequency</th>
<th>Price</th>
</tr>
</thead>
<tbody>
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<tr>
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<td>Jan 1,2023 - Dec 31,2023</td>
<td>Annually</td>
<td>$44,632.00</td>
</tr>
</tbody>
</table>

**Proposed by:**

Siemens Industry, Inc.

Company

Lucas Baker

Name

6456995

Proposal #

$87,953.00

Proposal Amount

November 29, 2021

Date

**Accepted by:**

COUNTY OF GLOUCESTER JUSTICE COMPLEX

Company

Name (Printed)

Signature

Title

Date

Purchase Order #  □ PO for billing only  □ PO not required
RESOLUTION AUTHORIZING A CONTRACT WITH MCG, LLC D/B/A MERCURY CONSULTING GROUP FROM JANUARY 19, 2022 TO JANUARY 18, 2027 IN AN AMOUNT NOT TO EXCEED $75,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the “County”) has the need for maintenance and design of computer network assets relative to security and accessibility of the National Center for Information of Crime (“NCIC”) database; and

WHEREAS, the County requested proposals via RFP-021-062 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 MCG, LLC d/b/a Mercury Consulting Group with offices at 1143 Whitehall Road, Williamstown, NJ 08094, made the most advantageous proposal and was qualified to provide said services in an amount not exceed $75,000.00 per year; 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 contract is for estimated units on an as-needed basis, which does not obligate the County to make any minimum purchase or obtain any service, so that no Certificate of Availability of funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board directed to attest to the contract with MCG, LLC d/b/a Mercury Consulting Group for services relative to security and accessibility of the NCIC database, as set forth in RFP-21-062, from January 19, 2022 to January 18, 2027, in an amount not to exceed $75,000.00 per year; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
MCG, LLC d/b/a
MERCURY CONSULTING GROUP

THIS CONTRACT is made effective the 19th day of January, 2022, 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 MCG, LLC d/b/a MERCURY CONSULTING GROUP with an address of
1143 Whitehall Road, Williamstown, NJ 08094, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the County has a need to contract for the maintenance and design of
computer network assets relative to security and accessibility of the National Center for
Information of Crime ("NCIC") database, as per RFP-021-062 (hereinafter the “Specifications”); and

WHEREAS, Contractor represents that it is qualified to perform 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. This Contract shall be effective for a period of five (5) years from January
   19, 2022 to January 18, 2027.

2. COMPENSATION. Contractor shall be compensated in a total amount not to exceed
   $75,000.00 per year, so that this is an open-ended contract. Contractor shall be compensated
   pursuant to unit prices set forth in Contractor’s proposal submitted in response to the County’s
   Request for Proposal, RFP-021-062. The Proposal is incorporated into and made part of this
   Contract by reference.

   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 for the maintenance and design of computer network assets relative to security and accessibility of the National Center for Information of Crime ("NCIC") database, as per RFP-021-062, 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 all of the requirements set out in RFP-021-062.

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

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

   b. The Contractor 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.

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

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

   e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. LICENSING. If the Contractor 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 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 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, shall fail to fulfill in a 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, 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 affect the validity of the indemnification provisions of this Contract, nor 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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor 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 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. **GOVERNING LAW, JURISDICTION AND VENUE.** This Contract and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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-021-062 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or RFP-021-062, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.
THIS CONTRACT is effective as of the date first written above.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners 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

__________________________ FRANK J. DIMARCO, DIRECTOR
LAURIE J. BURNS,
CLERK OF THE BOARD

ATTEST: MCG, LLC d/b/a

__________________________ MERCURY CONSULTING GROUP

By: WILLIAM J. HERD (print)
Title: MEMBER
Detailed Response to County of Gloucester

RFP # 021-062

MAINTENANCE AND DESIGN OF COMPUTER NETWORK ASSETS
WITH REGARDS TO SECURITY AND ACCESSIBILITY OF THE
NATIONAL CENTER FOR INFORMATION OF CRIME

Applicant:
MCG, L.L.C. – (dba Mercury Consulting Group)
1143 Whitehall Road
Monroe Township
Williamstown NJ 08094

MCG, L.L.C.
PO Box 1237
Williamstown, NJ 08094

(856) 885-5785 x111 (24/7)
(856) 318-4223 FAX
(844) 888-8123

Signed by William J Herd, Member

Original
Cost Proposal

Hourly billing business days 8:00AM – 6:00PM: $185/hr
After hours billing, nights, weekends and holidays: $235/hr

All work to be done in the USA.
RESOLUTION AUTHORIZING A CONTRACT WITH EDMUNDS
GOVTech, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022
FOR A TOTAL AMOUNT OF $48,814.75

WHEREAS, N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the County of Gloucester can obtain necessary software support and maintenance for the proprietary Edmunds financial application utilized by County departments for $37,414.75, as well as provision of the exclusive MCSJ cloud hosting services for $11,400.00, from Edmunds GovTech, Inc. of 301A Tilton Road, Northfield, NJ 08225, from January 1, 2022 to December 31, 2022 for a total amount of $48,814.75; and

WHEREAS, this contract has been awarded pursuant to the terms and provisions of N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.26, with Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-00153, which amount shall be charged against budget line item 2-01-20-140-001-20370.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board is directed to attest to the Contract with Edmunds GovTech, Inc. for software support maintenance and cloud hosting services from January 1, 2022 to December 31, 2022 for a total amount of $48,814.75.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
**SALES TAX ID # 21-6000660**

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**CONTRACT TERM**: 1/1/2022-12/31/2022

**APPROVED**: 1/19/2022

**TOTAL**: 48,814.75
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
EDMUNDS GOVTECH, INC.

THIS CONTRACT is made effective the 1st day of January 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, NJ 08096 hereinafter referred to as "County"; and EDMUNDS GOVTECH, INC. with offices at 301A Tilton Road, Northfield, NJ 08225, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County has a need for services relative to software support for the proprietary Edmunds financial application utilized by various County departments, as well as provision of the exclusive MCSJ cloud hosting services for 2022; and

WHEREAS, N.J.S.A. 40A:11-5DD permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for a period of one (1) year from January 1, 2022 to December 31, 2022.

2. COMPENSATION. The Contractor shall be compensated for a total contract amount of $48,814.75, ($37,414.75 for the proprietary Edmunds financial application, and $11,400.00 for cloud hosting services).

   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.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall for services relative to software support for the proprietary Edmunds financial application utilized by various County departments, as well as provision of the exclusive MCSJ cloud hosting services for 2022, as per Contractor’s Invoice numbers 21-IN4575 and 21-IN5785 (Exhibit A), which are incorporated herein and made part of this Contract.
Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Contractor's renewal documents.

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

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

   b. The Contractor 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.

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

   d. The Contractor, 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.

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

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

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension,
revocation and/or change in status) of license or 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 County Bid Specifications or Requests for Proposal, 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 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 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 affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a “mandatory” forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** This Contract consists of this Contract document and Exhibit A. Should there occur a conflict between this Contract and Exhibit A, then this Contract will control.

**THIS CONTRACT** is made effective the 1st day of **January, 2022.**

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

Laurie J. Burns,
Clerk of the Board

Frank J. Dimarco, Director

**ATTEST:**

**EDMUNDS GOVTECH**

By:
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<td>1-PM-0052-2 Payroll III Maintenance</td>
<td>$8775.80</td>
<td>$8,775.80</td>
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<td>1-PM-0049-8 Human Resources III Maintenance</td>
<td>$7802.25</td>
<td>$7,802.25</td>
<td>LSW-C0027-1</td>
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</table>

**TOTAL:** $37,414.75

**PAYMENTS/ CREDITS APPLIED:** $0.00

**TOTAL AMOUNT DUE:** $37,414.75

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Proven Solutions That Power Local Government
<table>
<thead>
<tr>
<th>SERVICE/DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tr>
<td>1-OS-0036-7 Hosting (Level III)</td>
<td>$11400</td>
<td>$11,400.00</td>
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TOTAL: $11,400.00

PAYMENTS/ CREDITS APPLIED: $0.00
TOTAL AMOUNT DUE: $11,400.00

Proven Solutions That Power Local Government
POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate “None”):

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Recipient's Name</th>
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By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Educational Tech Inc.
Signed: [Signature]
Title: [Title]
Print Name: [Print Name]
Date: [Date]

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

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of $17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.63 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

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

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

c. As used in this section:

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

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

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

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

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

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

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

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

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

Name of Business Entity: [Handwritten]
Signed: [Handwritten] Title: [Handwritten]
Print Name: [Handwritten] Date: [Handwritten]

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.
b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

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

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

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.
RESOLUTION AUTHORIZING PURCHASES FROM DELL MARKETING, L.P.
VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023
IN AN AMOUNT NOT TO EXCEED $250,000.00

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 computer equipment,
peripherals and related services for use by various departments; and

WHEREAS, it has been determined that the County can purchase said equipment and
services via State Contract No. 19-TELE-00656 from Dell Marketing, L.P., One Dell Way,
Round Rock 8, Round Rock, TX 78682, from January 19, 2022 to January 18, 2023, in amount
not to exceed $250,000.00; and

WHEREAS, the contract shall be for estimated units of service on an as-needed basis
and is open-ended, which does not obligate the County to make any purchase and, therefore, no
Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that purchase of computer equipment, peripherals and related services
from Dell Marketing, L.P. is hereby authorized via State Contract No. 19-TELE-00656, from
January 19, 2022 to January 18, 2023, in an amount not to exceed $250,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered
pursuant to the within award, a certification must be obtained from the County Treasurer
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 County Commissioners of the County of
Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING PURCHASES FROM HEWLETT PACKARD ENTERPRISES COMPANY VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00

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

WHEREAS, the County of Gloucester has a need for computer-related equipment which includes servers and storage as needed for all County departments and buildings; and

WHEREAS, it has been determined that the County can purchase said equipment from Hewlett Packard Enterprises Company, of 3000 Hanover Street, Palo Alto, CA 94304 via State Contract Number 40116, from January 19, 2022 to January 18, 2023, in an amount not to exceed $50,000.00; and

WHEREAS, the purchases shall be for estimated units on an as-needed basis, which does not obligate the County to make any minimum purchase, so that no Certificate of Availability of funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that purchases from Hewlett Packard Enterprises Company of computer-related equipment, including servers and storage is hereby authorized via State Contract No. 40116 from January 19, 2022 to January 18, 2023, in an amount not to exceed $50,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made pursuant to the within award, a certification must be obtained from the County Treasurer 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
RESOLUTION AUTHORIZING PURCHASES FROM HP, INC.
VIA STATE CONTRACT FROM JANUARY 19, 2022 TO
JANUARY 18, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00

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

WHEREAS, the County of Gloucester has a need for computer-related equipment which includes personal computers, laptops and tablets as needed for various County departments; and

WHEREAS, it has been determined that the County can purchase said equipment from HP, Inc., of 10300 Energy Drive, Bldg. 2, Spring, TX 77389 via State Contract Number 89974, from January 19, 2022 to January 18, 2023, in an amount not to exceed $50,000.00; and

WHEREAS, the purchases shall be for estimated units on an as-needed basis, which does not obligate the County to make any minimum purchase, so that no Certificate of Availability of funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchases from HP, Inc. of computer-related equipment, including personal computers, laptops and tablets is hereby authorized via State Contract Number 89974 from January 19, 2022 to January 18, 2023, in an amount not to exceed $50,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made pursuant to the within award, a certification must be obtained from the County Treasurer 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2022 TO DECEMBER 31, 2022

WHEREAS, the County of Gloucester, through the Division of Senior Services, seeks to provide various services to address the diverse needs of its senior population, aged 60 or older, and requested proposals from interested providers via RFP-22-040, and evaluated those proposals consistent the terms and provisions of N.J.S.A. 40A:11-4.1 and N.J.A.C. 5:34-4.1; and

WHEREAS, based on the evaluation of the proposals, the Purchasing Department has recommended awarding contracts using State Area Plan Grant funds, and any local match or client donations, for the following:

- Grant Agreement 003 - County Division of Transportation Services, for Non-Emergency Medical Transportation services, in an amount not to exceed $40,940.00 (Grant funds: $39,000.00; Local Match: $1,440.00; Client donation: $500.00).
- Grant Agreement 004 - South Jersey Legal Services, for legal advice, assistance, and/or representation to the elderly in order to protect and secure their rights, in an amount not to exceed $18,480.00 (Grant funds: $16,500.00; Local Match: $1,700.00; Client donation: $280.00).
- Grant Agreement 007 - Evergreen Court Adult Day Services, for Adult Day Care services in an amount not to exceed $28,700.00 (Grant Funds: $26,000.00; Local Match: $2,600.00; Client Donation: $100.00).
- Grant Agreement 008 - County Department of Health and Human Services, for the Physical Activity, Walking Exercise Program, in an amount not to exceed $4,220.00 (Grant funds: $2,060.00; Local Match: $2,060.00; Client donation: $100.00).
- Grant Agreement 009 - County Department of Health and Human Services, for provision of the Senior Health Connection Program, in an amount not to exceed $13,150.00 (Grant funds: $12,250.00; Local Match: $800.00; Client donation: $100.00).
- Grant Agreement 011 - Peter Alfinito Law Office - for legal services regarding the Free Simple Wills for Seniors Program, in an amount not to exceed $50,000.00.
- Grant Agreement 036 - Glassboro Housing Authority, for services to preserve and strengthen the daily life of senior citizens who reside in Glassboro Housing Authority Developments, in an amount not to exceed $52,194.00 (Grant funds: $52,094.00; Client donation: $100.00).
- Grant Agreement 060 - County Division of Transportation Services, for Escorted Transportation services, in an amount not to exceed $29,849.00 (SHTP funds: $26,775.00; Local Match: $2,974.00; Client donation: $100.00).
- Grant Agreement 070 - County Division of Transportation Services, regarding the Blind/Visually Impaired Program, in an amount not to exceed $49,000.00 (SSBG funds: $36,600.00; Local Match: $12,200.00; Client donation: $200.00).

WHEREAS, the contracts shall be effective from January 1, 2022 to December 31, 2022, contingent upon Area Plan Grant funding from the NJ Division of Aging Services for 2022, and shall be for estimated units of service, and therefore, are open-ended which does not obligate the County to obtain any service; thereby, no Certificates of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board to attest to the Area Plan Grant contracts referenced hereinabove for services to be provided for the County’s Senior population from January 1, 2022 to December 31, 2022; and

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE SUPPLIES FROM QUADIANT, INC. VIA STATE CONTRACT FROM FEBRUARY 1, 2022 TO JANUARY 31, 2023 IN AN AMOUNT NOT TO EXCEED $100,000.00

WHEREAS, the Gloucester County Division of Social Services ("County") has a need for postage and postage supplies necessary to conduct the business of County government; and

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 can purchase postage and postage supplies from Quadiant, Inc., P.O. Box 6813, Carol Stream, IL 60197-6813 via State Contract Number A41267, from February 1, 2022 to January 31, 2023, in an amount not to exceed $100,000.00; and

WHEREAS, the purchase(s) shall be for estimated units or purchases on an as-needed basis and as such is open-ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County's Qualified Purchasing Agent is hereby authorized to purchase postage and postage supplies for use by the Division of Social Services from Quadiant, Inc. via State Contract Number A41267, from period February 1, 2022 to January 31, 2023, in an amount not to exceed $100,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made pursuant to the within award, a certification must be obtained from the County Treasurer 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FROM FEBRUARY 1, 2022 TO JANUARY 31, 2023 IN AN AMOUNT NOT TO EXCEED $100,000.00

WHEREAS, in accordance with New Jersey Division of Family Development Instruction Number 07-7-2, and Regulatory reference, N.J.A.C. 10:90-5.4, a County or Municipal Agency, as appropriate, shall make transportation services available to Work First New Jersey (WFNJ) recipients; and

WHEREAS, recipient clients of the Gloucester County Division of Social Services having no transportation are required to travel for purposes such as searching for housing; attending mandatory bi-monthly housing workshops; seeking and retaining employment; and, attending One Stop employment-related activities; and

WHEREAS, participation in such activities is an important part of program effectiveness, and the provision of bus passes will enable participants to meet program goals; and

WHEREAS, other clients who do not qualify for WFNJ benefits are also from time to time in need of bus passes, such as for transportation back home or to a shelter; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5, bus passes may be purchased from New Jersey Transit without public advertising for bids or bidding, since New Jersey Transit is an agency or authority of the State of New Jersey; and

WHEREAS, the total purchase of bus passes shall be in an amount not to exceed $100,000.00, and the funds for WFNJ recipients are provided and paid for by Federal and State program funds and grant monies.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to all documents necessary for the purchase of bus passes from New Jersey Transit for the hereinafore purposes, from February 1, 2022 to January 31, 2023, in an amount not to exceed $100,000.00; and

BE IT FURTHER RESOLVED that the transportation services to be provided are on an as-needed basis, and therefore, prior to any purchase made a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $90,734.00 PER YEAR

WHEREAS, the County requested proposals via RFP# 022-010 from interested contractors for the provision of emergency shelter to juveniles in family crisis who are residents of Gloucester County; and

WHEREAS, Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, submitted the only proposal, and the evaluation concluded that based on their proposal a contract would be advantageous for the specified services and objectives; and

WHEREAS, the contract shall be in an amount not to exceed $90,734.00 per year contingent on funding availability, from January 1, 2022 to December 31, 2024, with the option to extend two (2) one-year terms; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of each year is conditioned upon the approval of the annual Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 contract with Center for Family Services, Inc., for the provision of emergency shelter to juveniles in family crisis who are residents of Gloucester County, from January 1, 2022 to December 31, 2024, in an amount not to exceed $90,734.00 per year, with the option to extend for two (2) one-year terms, contingent on funding availability; and

BE IT FURTHER RESOLVED, that these services are provided on an as-needed basis and are therefore open-ended; before any purchase is made 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 in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CENTER FOR FAMILY SERVICES, INC.

THIS CONTRACT is made effective this 19TH day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and CENTER FOR FAMILY SERVICES, INC., with offices at 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of emergency shelter to juveniles in family crisis who are residents of Gloucester County; 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, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from January 1, 2022 to December 31, 2024, with the option to extend for two (2) one (1) year terms.

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, which was submitted in response to the County’s Request for Proposal# 022-010. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $90,734.00 per year, contingent on the availability of grant funding.

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

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

- 1 -
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 RFP# 022-010, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-010.

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

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

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in RFP# 022-010, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a “mandatory” forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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 shall consist of this document, the specifications of RFP# 022-010 and Contractor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 19th day of January, 2022.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution 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**

__________________________
Laurie J. Burns,
Clerk of the Board

__________________________
Frank J. Dimarco,
Director

**ATTEST:**

**CENTER FOR FAMILY SERVICES, INC.**

__________________________
Name:
Title:
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH GLASSBORO CHILD DEVELOPMENT CENTER IN AN AMOUNT NOT TO EXCEED $24,991.00 PER YEAR AND REPANO Preschool Day Care, INC. FROM January 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $14,991.00 PER YEAR

WHEREAS, the County requested proposals via RFP# 022-011 from interested contractors for the provision of day care services to children residing in low/moderate income households; and

WHEREAS, the evaluation, based on the established criteria, concluded that Glassboro Child Development Center, with offices at 31 South Main Street, Glassboro, New Jersey 08028, submitted one of two of the most advantageous proposals; and

WHEREAS, the contract shall be in an amount not to exceed $24,991.00 per year contingent on funding availability, from January 1, 2022 to December 31, 2024, with the option to extend two (2) one-year terms; and

WHEREAS, the evaluation, based on the established criteria, concluded that Repauno Preschool Day Care, Inc., with offices at 171 N. Repauno Avenue, Gibbstown, New Jersey 08027, submitted one of two of the most advantageous proposals; and

WHEREAS, the contract shall be in an amount not to exceed $14,991.00 per year contingent on funding availability, from January 1, 2022 to December 31, 2024, with the option to extend two (2) one-year terms; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of each year is conditioned upon the approval of the annual Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 contracts for the provision of day care services to children residing in low/moderate income households, with Glassboro Child Development Center, in an amount not to exceed $24,991.00 and Repauno Preschool Day Care, Inc., in an amount not to exceed $14,991.00, from January 1, 2022 to December 31, 2024, in an amount not to exceed $22,000.00 per year with the option to extend for two (2) one-year terms, contingent on funding availability; and

BE IT FURTHER RESOLVED, that these services are provided on an as-needed basis and are therefore open-ended; before any purchase is made 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 in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
GLASSBORO CHILD DEVELOPMENT CENTER

THIS CONTRACT is made effective this 19TH day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County"; and GLASSBORO CHILD DEVELOPMENT CENTER, with offices at 31 South Main Street, Glassboro, New Jersey 08028, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of day care services to children residing in low/moderate income households; 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, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from January 1, 2022 to December 31, 2024, with the option to extend for two (2) one (1) year terms.

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, which was submitted in response to the County’s Request for Proposal# 022-011. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $24,991.00 per year, contingent on the availability of grant funding.

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

   Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.
It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP# 022-011, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-011.

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

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

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in RFP# 022-011, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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 shall consist of this document, the specifications of RFP# 022-011 and Contractor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

   **THIS CONTRACT** shall be effective the 19th day of January, 2022.

   **IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution 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**

________________________________________
Laurie J. Burns,
CLERK OF THE BOARD

______________________________
Frank J. Dimarco,
DIRECTOR

**ATTEST:**

**GLASSBORO CHILD DEVELOPMENT CENTER**

______________________________
Name:
Title:
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
REPAUNO PRESCHOOL DAY CARE, INC.

THIS CONTRACT is made effective this 19TH day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County"; and REPAUNO PRESCHOOL DAY CARE, INC., with offices at 171 N. Repaun Avenue, Gibbstown, New Jersey 08027, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of day care services to children residing in low/moderate income households; 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, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from January 1, 2022 to December 31, 2024, with the option to extend for two (2) one (1) year terms.

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, which was submitted in response to the County’s Request for Proposal# 022-011. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $14,991.00 per year, contingent on the availability of grant funding.

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

   Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.
It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP# 022-011, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-011.

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

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

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

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

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

   The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

   A. Pursuant to the termination provisions set forth in RFP# 022-011, which are specifically referred to and incorporated herein by reference.

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

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

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

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

   F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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 shall consist of this document, the specifications of RFP# 022-011 and Contractor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 19th day of January, 2022.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution 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:**

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**LAURIE J. BURNS,**

**CLERK OF THE BOARD**

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**FRANK J. DIMARCO,**

**DIRECTOR**

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**ATTEST:**

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**REPAUNO PRESCHOOL**

**DAY CARE, INC.**

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**Name:**

**Title:**

- 6 -
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH THE ARC GLOUCESTER FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $22,000.00 PER YEAR

WHEREAS, the County requested proposals via RFP# 022-012 from interested contractors for the provision of supportive services to prevent abuse and/or neglect of children including those with developmental delay and/or special needs, from birth to six (6) years of age to Gloucester County residents and their families; and

WHEREAS, The ARC Gloucester, with offices at 1555 Gateway Boulevard, West Deptford, New Jersey 08096, submitted the only proposal, and the evaluation concluded that based on their proposal a contract would be advantageous for the specified services and objectives; and

WHEREAS, the contract shall be in an amount not to exceed $22,000.00 per year contingent on funding availability, from January 1, 2022 to December 31, 2024, with the option to extend two (2) one-year terms; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of each year is conditioned upon the approval of the annual Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 contract with The ARC Gloucester, for the provision of supportive services to prevent abuse and/or neglect of children including those with developmental delay and/or special needs, from birth to six (6) years of age to Gloucester County residents and their families, from January 1, 2022 to December 31, 2024, in an amount not to exceed $22,000.00 per year with the option to extend for two (2) one-year terms, contingent on funding availability; and

BE IT FURTHER RESOLVED, that these services are provided on an as-needed basis and are therefore open-ended; before any purchase is made 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 in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
THE ARC GLOUCESTER

THIS CONTRACT is made effective this 19TH day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and THE ARC GLOUCESTER, with offices at 1555 Gateway Boulevard, West Deptford, New Jersey 08096, hereinafter referred to as "Contractor".

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WHEREAS, there is a need by Gloucester County to contract for the provision of supportive services to prevent abuse and/or neglect of children including those with developmental delay and/or special needs, from birth to six (6) years of age to Gloucester County residents and their families; 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, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from January 1, 2022 to December 31, 2024, with the option to extend for two (2) one (1) year terms.

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, which was submitted in response to the County’s Request for Proposal# 022-012. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $22,000.00 per year, contingent on the availability of grant funding.

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

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

- 1 -
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 RFP# 022-012, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-012.

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

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

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in RFP# 022-012, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County’s part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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 shall consist of this document, the specifications of RFP# 022-012 and Contractor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 19th day of January, 2022.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution 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.

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**ATTEST:**

**COUNTY OF GLOUCESTER**

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Laurie J. Burns,  
CLERK OF THE BOARD

Frank J. Dimarco,  
DIRECTOR

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**ATTEST:**

**THE ARC GLOUCESTER**

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Name:
Title:
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ABILITIES CENTER OF SOUTHERN NJ, INC. D/B/A ABILITIES SOLUTIONS FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $25,000.00 PER YEAR

WHEREAS, the County requested proposals via RFP# 022-013 from interested contractors for the provision of supportive services to prevent abuse and/or neglect of children including those with developmental delay and/or special needs, from birth to six (6) years of age to Gloucester County residents and their families; and

WHEREAS, Abilities Center of Southern NJ, Inc. dba Abilities Solutions, with offices at 1208 Delsea Drive, Westville, New Jersey 08093, submitted the only proposal, and the evaluation concluded that based on their proposal a contract would be advantageous for the specified services and objectives; and

WHEREAS, the contract shall in an amount not to exceed $25,000.00 per year contingent on funding availability, from January 1, 2022 to December 31, 2024, with the option to extend two (2) one-year terms; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of each year is conditioned upon the approval of the annual Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 contract with Abilities Center of Southern NJ, Inc. d/b/a Abilities Solutions, for the provision of supportive services to prevent abuse and/or neglect of children including those with developmental delay and/or special needs, from birth to six (6) years of age to Gloucester County residents and their families, from January 1, 2022 to December 31, 2024, in an amount not to exceed $25,000.00 per year, with the option to extend for two (2) one-year terms, contingent on funding availability; and

BE IT FURTHER RESOLVED, that these services are provided on an as-needed basis and are therefore open-ended; before any purchase is made 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 in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST:  
COUNTY OF GLOUCESTER

LAURIE J. BURNS,  
CLERK OF THE BOARD  

FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ABILITIES CENTER OF SOUTHERN NJ, INC. D/B/A
ABILITIES SOLUTIONS

THIS CONTRACT is made effective this 19TH day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and ABILITIES CENTER OF SOUTHERN NJ, INC. D/B/A ABILITIES SOLUTIONS, with offices at 1208 Delsea Drive, Westville, New Jersey 08093, hereinafter referred to as "Contractor".

RECYTALS

WHEREAS, there is a need by Gloucester County to contract for the provision of employment opportunities and assessment services to Gloucester County residents with disabilities, mental illness, and other disadvantages; 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, Contractor represents that it is qualified to perform said services and desires to do perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from January 1, 2022 to December 31, 2024, with the option to extend for two (2) one (1) year terms.

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, which was submitted in response to the County’s Request for Proposal# 022-013. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $25,000.00 per year, contingent on the availability of grant funding.

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

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

-1-
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 RFP# 022-013, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-013.

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

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

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

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

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

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

- 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 RFP# 022-013, which are specifically referred to and incorporated herein by reference.

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

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

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

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

   F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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 shall consist of this document, the specifications of RFP# 022-013 and Contractor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 19th day of January, 2022.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution 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**

Laurie J. Burns,
Clerk of the Board

Frank J. Dimarco,
Director

**ATTEST:**

Abilities Center of Southern NJ, Inc. D/B/A Abilities Solutions

Name:
Title:
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH THE ARC GLOUCESTER FROM JANUARY 1, 2022 TO DECEMBER 31, 2024
IN AN AMOUNT NOT TO EXCEED $15,000.00 PER YEAR

WHEREAS, the County requested proposals via RFP# 022-014 from interested contractors for the provision of assistance to residents with cerebral palsy, spinal bifida, muscular dystrophy, and developmental delays who are enrolled in the NJ State Division of Developmental Disabilities “Real Life Choices” Initiative; and

WHEREAS, The ARC Gloucester, with offices at 1555 Gateway Boulevard, West Deptford, New Jersey 08096, submitted the only proposal, and the evaluation concluded that based on their proposal a contract would be advantageous for the specified services and objectives; and

WHEREAS, the contract shall be in an amount not to exceed $15,000.00 per year contingent on funding availability, from January 1, 2022 to December 31, 2024, with the option to extend two (2) one-year terms; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of each year is conditioned upon the approval of the annual Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 contract with The ARC Gloucester, for the provision of assistance to residents with cerebral palsy, spinal bifida, muscular dystrophy, and developmental delays who are enrolled in the NJ State Division of Developmental Disabilities “Real Life Choices” Initiative, from January 1, 2022 to December 31, 2024, in an amount not to exceed $15,000.00 per year, with the option to extend for two (2) one-year terms, contingent on funding availability; and

BE IT FURTHER RESOLVED, that these services are provided on an as-needed basis and are therefore open-ended; before any purchase is made 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 in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST:  
COUNTY OF GLOUCESTER

LAURIE J. BURNS,  
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
THE ARC GLOUCESTER

THIS CONTRACT is made effective this 19TH day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and THE ARC GLOUCESTER, with offices at 1555 Gateway Boulevard, West Deptford, New Jersey 08096, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of assistance to residents with cerebral palsy, spina bifida, muscular dystrophy, and developmental delays who are enrolled in the NJ State Division of Developmental Disabilities “Real Life Choices” Initiative; 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, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be from January 1, 2022 to December 31, 2024, with the option to extend for two (2) one (1) year terms.

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, which was submitted in response to the County’s Request for Proposal# 022-014. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $15,000.00 per year, contingent on the availability of grant funding.

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

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

- 1 -
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 RFP# 022-014, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-014.

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

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

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in RFP# 022-014, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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 shall consist of this document, the specifications of RFP# 022-014 and Contractor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 19th day of January, 2022.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution 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:**

Laurie J. Burns,  
Clerk of the Board

Frank J. Dimarco,  
Director

**ATTEST:**

The Arc Gloucester

Name:  
Title:
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH
ACENDA, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024
IN AN AMOUNT NOT TO EXCEED $82,460.00 PER YEAR

WHEREAS, the County requested proposals via RFP# 022-015 from interested
contractors for the provision of a comprehensive program for family support counseling services
for eligible family court and DCF-involved youth; and

WHEREAS, Acenda, Inc., with offices 42 South Delsea Drive, Glassboro, New Jersey
08028, submitted the only proposal, and the evaluation concluded that based on their proposal a
contract would be advantageous for the specified services and objectives; and

WHEREAS, the contract shall be in an amount not to exceed $82,460.00 per year
contingent on funding availability, from January 1, 2022 to December 31, 2024, with the option
to extend two (2) one-year terms; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of
Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is
required at this time. The continuation of this contract beyond the first three (3) months of each
year is conditioned upon the approval of the annual Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 contract with Acenda, Inc., for the provision of a comprehensive
program for family support counseling services for eligible family court and DCF-involved
youth, from January 1, 2022 to December 31, 2024, in an amount not to exceed $82,460.00 per
year, with the option to extend for two (2) one-year terms, contingent on funding availability; and

BE IT FURTHER RESOLVED, that these services are provided on an as-needed basis
and are therefore open-ended; before any purchase is made 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 in the County budget out of which
said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

______________________________   _______________________________
Laurie J. Burns, Clerk of the Board    Frank J. Dimarco, Director
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ACENDA, INC.

THIS CONTRACT is made effective this 19TH day of January, 2022, by and between
the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury,
New Jersey, hereinafter referred to as "County", and ACENDA, INC., with offices
at 42 South Delsea Drive, Glassboro, New Jersey 08028, hereinafter referred to as "Contractor".

RECEITALS

WHEREAS, there is a need by Gloucester County to contract for the provision of a
comprehensive program for family support counseling services for eligible family court and
DCF-involved youth; 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, Contractor represents that it is qualified to perform said services and
desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from January 1, 2022 to December 31, 2024,
with the option to extend for two (2) one (1) year terms.

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, which was
submitted in response to the County’s Request for Proposal# 022-015. The proposal is
incorporated into, and made part of this Contract, by reference. Contractor shall be paid an
amount not to exceed $82,460.00 per year, contingent on the availability of grant funding.

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

Contractor shall be paid in accordance with this Contract document upon receipt of an
invoice and a properly executed voucher. After approval by County, the payment voucher shall
be placed in line for prompt payment.
It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP# 022-015, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-015.

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

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

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in RFP# 022-015, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT**. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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 shall consist of this document, the specifications of RFP# 022-015 and Contractor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 19th day of January, 2022.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution 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**

Laurie J. Burns,
Clerk of the Board

Frank J. Dimarco,
Director

**ATTEST:**

Acenda, Inc.

Name:
Title:

- 6 -
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH ACENDA, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $213,500.00 PER YEAR

WHEREAS, the County requested proposals via RFP# 022-016 from interested contractors for emergency screening services, case management and mental health evaluation services, and outpatient services; and

WHEREAS, Acenda, Inc., with offices 42 South Delsea Drive, Glassboro, New Jersey 08028, submitted the only proposal, and the evaluation concluded that based on their proposal a contract would be advantageous for the specified services and objectives; and

WHEREAS, the contract shall be in an amount not to exceed $213,500.00 per year, as there exists a need for the County to contract for the provision of Emergency Screening Services, in an amount not to exceed $45,000.00 per year, Case Management and Mental Health Evaluation Services, in an amount not to exceed $28,500.00 per year, and Outpatient Services, in an amount not to exceed $140,000.00, contingent on funding availability, from January 1, 2022 to December 31, 2024, with the option to extend two (2) one-year terms; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of each year is conditioned upon the approval of the annual Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 contract with Acenda, Inc., for emergency screening services, case management and mental health evaluation services, and outpatient services, from January 1, 2022 to December 31, 2024, in an amount not to exceed $213,500.00 per year, as there exists a need for the County to contract for the provision of Emergency Screening Services, in an amount not to exceed $45,000.00 per year, Case Management and Mental Health Evaluation Services, in an amount not to exceed $28,500.00 per year, and Outpatient Services, in an amount not to exceed $140,000.00, with the option to extend for two (2) one-year terms, contingent on funding availability; and

BE IT FURTHER RESOLVED, that these services are provided on an as-needed basis and are therefore open-ended; before any purchase is made 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 in the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTRY OF GLOUCESTER
AND
ACENDA, INC.

THIS CONTRACT is made effective this 19TH day of January, 2022, by and between the COUNTRY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and ACENDA, INC., with offices at 42 South Delsea Drive, Glassboro, New Jersey 08028, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there is a need by Gloucester County to contract for emergency screening services, case management and mental health evaluation services, and outpatient services; and

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

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be from January 1, 2022 to December 31, 2024, with the option to extend for two (2) one (1) year terms.

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, which was submitted in response to the County’s Request for Proposal# 022-016. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $213,500.00 per year, as there exists a need for the County to contract for the provision of Emergency Screening Services, in an amount not to exceed $45,000.00 per year, Case Management and Mental Health Evaluation Services, in an amount not to exceed $28,500.00 per year, and Outpatient Services, in an amount not to exceed $140,000.00, contingent on the availability of grant funding.

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

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall
be placed in line for prompt payment. It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP# 022-016, and Contractor’s responsive 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 this Contract to comply with, all of the requirements set out in RFP# 022-016.

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

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

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in RFP# 022-016, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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 shall consist of this document, the specifications of RFP# 022-016 and Contractor’s proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

    **THIS CONTRACT** shall be effective the 19th day of January, 2022.

    **IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution 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:**

__________________________
Laurie J. Burns,
CLERK OF THE BOARD

__________________________
Frank J. Dimarco,
DIRECTOR

**ATTEST:**

__________________________
ACENDA, INC.

Name:
Title:
RESOLUTION AUTHORIZING AMENDMENTS TO CONTRACTS WITH CENTER FOR FAMILY SERVICES, MARYVILLE, INC., AND NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE FOR VARIOUS PROGRAMS

WHEREAS, the County awarded a contract on February 17, 2021, per RFP# 21-014, to Center For Family Services, Maryville, Inc., and New Hope Integrated Behavioral Health Care for various programs, via RFP# 21-014; and

WHEREAS, the contracts were awarded for a term of three years, from January 1, 2021 to December 31, 2023, with the option to extend for two (2) one (1) year terms; and

WHEREAS, due to a change in demand for services and funding availability, it is necessary to amend the dollar amounts for each contract from January 1, 2022 to December 31, 2022; and

WHEREAS, the contract with Center For Family Services is decreased by $7,000.00, resulting in a total contract amount not to exceed $35,000.00, New Hope Integrated Behavioral Health Care is decreased by $6,000.00, resulting in a total contract amount not to exceed $42,722.00, and Maryville, Inc. is increased by $40,994.00, resulting in a total contract amount not to exceed $309,643.00; 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 Treasurer 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.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners 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 contracts with Center For Family Services, decreasing the amount by $7,000.00, resulting in a total contract amount not to exceed $35,000.00; New Hope Integrated Behavioral Health Care, decreasing the amount by $6,000.00, resulting in a total contract amount not to exceed $42,722.00; and Maryville, Inc., increasing by $40,994.00, resulting in a total contract amount not to exceed $309,643.00, through December 31, 2021; 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 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST:  
COUNTY OF GLOUCESTER

LAURIE J. BURNS,  
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
AMENDMENT TO CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CENTER FOR FAMILY SERVICES  

THIS is an Amendment to a contract entered into on the 17th of February, 2021 (Per RFP #21-014), by and between the County of Gloucester and Center For Family Services (Contractor).

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

The Contract decreases the allocation for Adult and Youth Outpatient Treatment for an amount not to exceed $4,000.00 and Sober Social and Family Support for an amount not to exceed $2,000.00. The allocation for Prevention at the Together Youth Shelter is for an amount not to exceed $29,000.00 The decrease results in a total contract amount not to exceed $35,000.00 through December 31, 2022.

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 Treasurer 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 Amendment and State requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 19th day of January, 2022.

ATTEST:  

LAURIE J. BURNS, CLERK OF THE BOARD  

COUNTY OF GLOUCESTER  

FRANK J. DIMARCO, DIRECTOR  

ATTEST:  

CENTER FOR FAMILY SERVICES  

By: 
Title:
AMENDMENT TO CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
MARYVILLE, INC.

THIS is an Amendment to a contract entered into on the 17th of February, 2021 (Per RFP #21-014), by and between the County of Gloucester and Maryville, Inc. (Contractor).

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

The Contract increases the allocation for Inpatient/Residential Detox Treatment for an amount not to exceed $60,100.00, Outpatient Treatment for an amount not to exceed $28,000.00, and Recovery Support/Sober Living/Oxford House for an amount not to exceed $221,543.00, resulting in a total contract amount not to exceed $309,643.00 through December 31, 2022.

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 Treasurer 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 Amendment and State requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 19th day of January, 2022.

ATTEST:  
COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD  
FRANK J. DIMARCO, DIRECTOR

ATTEST:  
MARYVILLE, INC.

By:  
Title:
AMENDMENT TO CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
NEW HOPE INTEGRATED BEHAVIORAL HEALTH CARE

THIS is an Amendment to a contract entered into on the 17th of February, 2021 (Per RFP #21-014), by and between the County of Gloucester and New Hope Integrated Behavioral Health Care (Contractor).

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

The Contract decreases the allocation for Residential Treatment for an amount not to exceed $24,800.00. The allocation for Detoxification Services is for an amount not to exceed $10,272.00 and Halfway House Continuing Care is for an amount not to exceed $7,650.00. The decrease results in a total contract amount not to exceed $42,722.00 through December 31, 2022.

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 Treasurer 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 Amendment and State requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 19th day of January, 2022.

ATTEST:                             COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board  Frank J. Dimarco, Director

ATTEST:                             NEW HOPE INTEGRATED  
BEHAVIORAL HEALTH CARE

By:
Title:
RESOLUTION AUTHORIZING PURCHASES FROM ATLANTIC TACTICAL VIA STATE CONTRACT FROM JANUARY 19, 2022 TO JANUARY 18, 2023 IN A TOTAL AMOUNT NOT TO EXCEED $150,000.00

WHEREAS, the County of Gloucester, through the Offices of the Prosecutor and Sheriff and Department of Correctional Services has a need to purchase police supplies including weapons, tactical equipment and protective equipment; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of goods and services through State contract without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase said supplies and equipment from Atlantic Tactical of 14 H World’s Fair Drive, Somerset, NJ 08873 via State Contract 17-FLEE-T-00732 from January 19, 2022 to January 18, 2023, for a combined amount not to exceed $150,000.00; and

WHEREAS, the purchases shall be for estimated units on an as-needed basis, which does not obligate the County to make any minimum purchase and is open-ended, so that no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that purchases from Atlantic Tactical of police supplies, including weapons, tactical equipment and protective equipment for use by the Offices of the Prosecutor and Sheriff and Department of Correctional Services is hereby authorized via State Contract 17-FLEE-T-00732, for a combined amount not to exceed $150,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made pursuant to the within award, a certification must be obtained from the County Treasurer 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE LEASING OF VEHICLES PURSUANT TO N.J.S.A. 40A:11-5(1)(g) FOR A PERIOD OF 24 MONTHS IN A TOTAL AMOUNT NOT TO EXCEED $152,400.00.

WHEREAS, the Gloucester County Prosecutor’s Office has the need to lease ten (10) various vehicles (car/suv/truck), with said vehicles meeting the requirements of the Prosecutor’s Office; and

WHEREAS, the vehicles are available from a reputable leasing motor vehicle dealer, and pursuant to a bid waiver granted by the Office of the Attorney General, lease agreements may be entered into without public advertising for bids, pursuant to N.J.S.A. 40A:11-5(1)(g); and

WHEREAS, the Prosecutor’s Office will lease up to ten (10) vehicles with payment and/or reimbursement utilizing the High Intensity Drug Trafficking Area (HIDTA) grant funds, in an amount not to exceed $76,200.00 per year, for a total leasing cost not to exceed $152,400.00 for a period of 24 months.

WHEREAS, the lease agreements will be on an as-needed basis, which does not obligate the County to lease any minimum number of vehicles, so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester, that the Gloucester County Prosecutor is hereby authorized to execute Lease Agreements with Vehicle Leasing Associates, LLC, for the leasing of ten (10) various vehicles as set forth in the Agreements, for use by the Gloucester County Prosecutor’s Office, in an amount not to exceed $76,200.00 per year, for a total leasing cost not to exceed $152,400.00 for a period of 24 months; and

BE IT FURTHER RESOLVED, that prior to any lease 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 purpose, 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH JOHN M. CARBONE, ESQUIRE FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $100,000.00

WHEREAS, the County of Gloucester has a need for professional legal services on behalf of the Clerk of the County of Gloucester which are specialized in nature, more particularly all types of government and election law issues; and

WHEREAS, the Gloucester County Clerk has recommended that said services be provided by John M. Carbone, Esquire, 32 Pleasantview Drive, North Haledon, New Jersey 07508; and

WHEREAS, the contract is for one year, from January 1, 2022 to December 31, 2022, in an amount not to exceed $100,000.00; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any purchase being made and/or services being rendered pursuant to the within contract, 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 service, identifying the line item from the County Budget out of which said funds will be paid; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with John M. Carbone, Esquire for professional legal services on behalf of the Clerk of the County of Gloucester, which are specialized in nature, more particularly all types of government and election law issues, from July 1, 2022 to December 31, 2022, in an amount not to exceed $100,000.00; 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 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
JOHN M. CARBONE, ESQUIRE
AND
COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 19th day of January, 2022 by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “County”, and JOHN M. CARBONE, ESQUIRE of 32 Pleasant View Drive, North Haledon, New Jersey 07508, hereinafter referred to as “Attorney”.

RECITALS

WHEREAS, there exists a need for the provision of professional legal services on behalf of the Clerk of the County of Gloucester which are specialized in nature, more particularly all types of government and election law issues; and

WHEREAS, said services would be utilized by the Gloucester County Clerk’s Office on an as-needed basis relative to State election matters; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

WHEREAS, Attorney 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 Attorney do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for the period commencing January 1, 2022 and concluding December 31, 2022.

2. COMPENSATION. Attorney shall be compensated pursuant to the Proposal submitted and attached hereto as Attachment A, in an amount not to exceed $100,000.00.

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

It is also agreed and understood that the acceptance of the final payment by Attorney 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 Attorney shall be as set forth in by the County and within Attorney’s proposal which is incorporated and made part of this contract as Attachment A, together with any other specifications issued by the County in connection with this contract.

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

The Attorney 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 Attorney 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 Attorney 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 Attorney or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, 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 Attorney 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 Attorney’s commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Attorney 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 Attorney 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 Attorney 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, Attorney 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.

Attorney 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 Attorney 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 Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney. If the Contract is terminated by the County as provided herein, the Attorney will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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 Attorney 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 Attorney, 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 Attorney 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 Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to the Attorney based on the merits and abilities of the Attorney to provide the goods or services described in this contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this contract does hereby certify that the Attorney, its subsidiaries, assigns or principals controlling in excess of 10% of the Attorney will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **SET-OFF.** Should Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.
13. METHODS OF WORK. Attorney 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 Attorney, 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. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. INDEPENDENT ATTORNEY STATUS. The parties acknowledge that Attorney is an independent Attorney and is not an agent of the County.

20. CONFLICT OF INTEREST. Attorney 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. Attorney 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 shall consist of this document and Attorney's Proposal, attached hereto as Attachment A. If there is a conflict between this Contract or the Attorney's Proposal, then this Contract shall control.

**THIS CONTRACT** is dated this 19TH day of January, 2022.

**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:**

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**COUNTY OF GLOUCESTER**

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**LAURIE J. BURNS,**

**CLERK OF THE BOARD**

---

**FRANK J. DIMARCO,** **DIRECTOR**

---

**ATTEST:**

---

**JOHN M. CARBONE,** **ESQUIRE**

---

**BY:**

**TITLE:**
A. COUNTY'S NEEDS AND GOALS:

John M. Carbone, Esq. ("Firm") understands that extensive experience in all types of municipal, government, civil rights, and election law issues is required when providing cost effective legal services to governmental officials. Moreover intensive, immediate attention and expedited handling of these matters ensures the best outcome and result for the taxpayers and the County Clerk.

B. SERVICES TO BE PERFORMED:

The Firm seeks to continue representing the County Clerk of Gloucester County. The legal services to be provided by the Firm will include the time the attorney or paralegal spends on telephone calls relating to the matter, including calls with the County, and if litigation, witnesses, opposing counsel, court personnel, etc; review and preparation of pleadings and motions; legal research; secure and review of discovery; preparation for and attendance at depositions and court appearances (including travel and waiting time); and any and all other legal services that may be required to be performed in representing the County Clerk.

The Firm will agree to the compensation terms determined by the County to provide the greatest benefit to the taxpayers of the County provided they are no less than the following rates for all time spent by the Firm’s legal personnel:

- Attorney $160.00/hour
- Paralegals $65.00/hour

The Firm will also agree to work under the conditions determined by the County provided:

a. The legal personnel assigned to the County's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent; and

b. Time is charged in minimum units of one tenth (.1) of an hour with the exception that the following have higher minimum charges:

- Telephone calls: .2
- Review and preparation of letters: .2

In addition, the Firm will generally incur various costs and expenses in performing legal services on behalf of County Clerk and the County will be responsible to reimburse the Firm for all costs, disbursements and expenses in addition to the fees for legal services. The costs and expenses
commonly include, discovery costs, transcription fees, telephone charges, messenger services, postage, facsimile transmissions, photocopying and other reproduction costs, travel costs including parking and mileage, investigation expenses, and other similar items. Except for the items listed below, all costs and expenses will be charged at the Firm’s cost.

In-office photocopying: $ .20/page
Facsimile charges: $ .75/page
Travel expenses: $ .50/mile

To aid in the preparation or presentation of County Clerk's litigation, it may become necessary to hire expert witnesses, consultants or investigators. The County shall pay such fees and charges as approved through the RFQ process for such expenses. The Firm will select any expert witnesses, consultants or investigators to be hired and the County will be informed of persons chosen and their charges. Additionally, the County may be required to pay fees and/or costs to other parties in the action and any such payment will be entirely the responsibility of the County.

Unless otherwise required, the Firm will send the County a final itemized statement for all fees and costs incurred at the conclusion of each matter assigned to the Firm. The statement shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

Nothing in this proposal and nothing in the Firm's statements to County will be construed as a promise of guarantee about the outcome of any matter assigned to the Firm. The Firm makes no such promises or guarantees. Any comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by the Firm shall not be a guarantee. Actual fees may vary from estimates given.
JOHN MICHAEL CARBONE  
32 Pleasant View Drive  
North Haledon, New Jersey 07508  
(201) 445-7100  
Fax (201) 445-7520

PRACTICE PROFILE
Private Attorney presently engaged in the practice of law with specialization in governmental and election law, municipal law, privacy law, attorney ethics, employment law and constitutional rights.

EDUCATIONAL QUALIFICATIONS

<table>
<thead>
<tr>
<th>Year</th>
<th>Degree</th>
<th>Institution</th>
<th>Area of Study</th>
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<td>1969</td>
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<td>Villanova University</td>
<td>Political Science</td>
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<td>Villanova, Pennsylvania</td>
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<tr>
<td>1974</td>
<td>Juris Doctor</td>
<td>New York Law School</td>
<td>Primary legal education</td>
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<td>New York, New York</td>
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PROFESSIONAL QUALIFICATIONS and EMPLOYMENT

- Admitted to practice in the State of New Jersey (1973), Federal District Courts in New Jersey, United States Court of Appeals for the Third Circuit, United States Court of Military Appeals, and United States Supreme Court.


- Assistant Attorney Primary for the State of New Jersey and Executive Assistant to Attorney Primary (1982-1983)

- Private Practice (1983-present)

- Hoboken Waterfront Development Counsel, 1991-2001

- Counsel for the All County Clerks and Registers of Deeds, COANJ 1986 to date

- Counsel to the Bergen County Clerk (1996 – 2012)

- Counsel to the Gloucester County Clerk (2005 – to date)

- Counsel to the Hunterdon County Clerk (2008 – to date)
• Counsel to the Morris County Clerk (2018 – to date)
• Counsel to the Cape May County Clerk (2017 – to date)
• Counsel to the Bergen County Prosecutor (2010 - 2017)
• Bergen County Adjuster (2011 to 2014) responsible for oversight, filings, and administration of all voluntary and involuntary commitments of Bergen County residents institutions and hospitals
• Special Counsel for Union Township, NJ (2015 to date)
• Counsel for the Mercer County Republican Organization Chairperson

REPORTED CASES AS COUNSEL OF RECORD

  • In re Evans, 227 N.J. Super. 339 (Law Div. 1988) (Residency and Domicile)
  • Iannone v. McHale, 245 N.J. Super. 17 (App. Div. 1990) (Frivolous Litigation and Award of Counsel Fees)
  • In re General Election, 255 N.J. Super. 690 (Law Div. 1991) (Election residency, Election contests, and Sequestration of Witnesses in Civil Matters)
  • I/M/O the Annual Newark School Board Election, 93 N.J.A.R.2nd (EDU) 645 (1993) (School Board Elections)
  • Matter of Cowan, 265 N.J. Super. 176 (App. Div. 1993) (Functions and Responsibilities of Secretary of State)


• I/M/O the 2005 Hudson County Freeholder Election, cert. denied 183 N.J. 588 (2005) (Nomination of County Candidates)


• Democratic-Republican Organization v. Guadagno, 900 f. supp. 2d 447 (DC-NJ 2012); 700 F. 3d 130 (CA3 2012). Challenge to ballot design and placement by minor party

• North Jersey Media Group Inc. v. Bergen County Prosecutor's Office, 447 N.J. Super.
182 (App. Div. 2016) OPRA response of “No Comment” (FOIA “GLOMAR Response”) was appropriate request of law enforcement for information and identity of persons investigated but never charged.


**OPRA CASES GRC**

- Aaron Back Complainant v. Township of River Vale Custodian of Record Complaint No. 2005-209
- West Solloway Complainant v. Bergen County Prosecutor’s Office Custodian of Record Complaint No. 2011-39
- James Kellinger Complainant v. Bergen County Prosecutor’s Office Custodian of Record Complaint No. 2012-193
- Kevin Richards Complainant v. Bergen County Prosecutor’s Office Custodian of Record Complaint No. 2012-256
- Sheila Massoni Complainant v. Bergen County Prosecutor’s Office Custodian of Record Complaint No. 2014-253

**MAJOR ARTICLES ABOUT JOHN CARBONE**


“GOP’s Bulldog Sniffs for Vote Fraud” by William F. Zorzi and Thomas W. Waldon, Baltimore Sun, December 8, 1994, p. 1

“Vote Fraud: A National Disgrace” by Trevor Armbruster, Reader’s Digest, June 1995

**PUBLICATIONS**
• The History and Development of Political Parties in New Jersey- a paper prepared and
delivered to the County Officers Association of New Jersey, Atlantic City, New Jersey
(September 1994)

• The Evolution of the Real Property Recording System in the United States- a paper
prepared and delivered to the County Officers Association of New Jersey, Atlantic City, New
Jersey (September 1996)

• The History of the County Clerk from Clericus and Clergy to the Constitutional Officer-
a paper prepared and delivered to the County Officers Association of New Jersey, Atlantic City,
New Jersey (September 1998)

• E-Sign: The Electronic Signatures Bill and Potential for On-line Fraud- a paper prepared
and delivered to the Constitutional Officers Association of New Jersey, Atlantic City, New
Jersey (September 2000)

• The History of Contested Elections in New Jersey, New Jersey Lawyer Magazine, 47-48
(April 2000)

• The Attorney’s Guide to Recount Procedures, Co-Author with Angelo Genova, New
Jersey Lawyer Magazine (April 2000)

• Election Law & The Election Process- Editor and Contributor, Seminar for New Jersey
Institute for Continuing Legal Education (2003)

• Money, Politics & Elections- Editor and Contributor, Seminar for New Jersey Institute

• Hiring and Employment Law for Municipalities- Certification Course for Municipal
Clerks, CFO’s and Purchasing Agents (2004)

• Encyclopedia of New Jersey, Contributor of various entries, Rutgers University

• Petitions, Primaries and Elections for Municipal Clerks- Certification Course for Bergen
County Municipal Clerk’s Association (2005)

• Ethics: More Than Not Being Indicted, New Jersey Lawyer Magazine (December 2006)

• Surviving the Municipal Public Meeting, New Jersey Lawyer Magazine (December
2006)

• Open Public Meetings Act and Open Public Records Act- Certification Course New
Jersey Clerk’s Association (2007)

• Ethics and Local Public Officials- Op-Ed, Record of Hackensack (2007)
• Local and Borough Pay to Play Ordinances, Editor and Contributor Seminar for New Jersey Institute for Continuing Legal Education (2007)

• Pay to Play: Alice in Wonderland?- New Jersey Lawyer, November 2007

• Greta Garbo Hates OPRA- New Jersey Lawyer, April 2008


• Pay to Play: Municipal and County Options- Seminar for New Jersey Institute for Continuing Legal Education, (2009)

• The Crime of Honest Services Fraud: Chaos in the Law, Confusion in the Circuits, and Consternation in the Courtroom- Seminar for New Jersey Institute for Continuing Legal Education, (2009)


• Encyclopedia of Law, Facts on File Publisher- contributor on entry on Identity Theft and Privacy Law (2010)


• Campaign Finance and Ethics for Campaign Attorneys - Seminar for New Jersey Institute for Continuing Legal Education, (2011)
• Ethical Obligations for Counsel in Political Campaigns-Seminar Seton Hall Law School (2011)

• Open Public Records Law Compliance for Public Officials-COANJ (2011)

• Writing it Right: Drafting Policy for Public Officials- International Association of Clerks, Election Officials, Recorders, and Treasurers- Annual Conference, Atlantic City, NJ (2011)


• Election Law and Political Defamation in Campaigns - New Jersey Institute for Continuing Legal Education, (2011)


• Campaign Finance and Pay to Play - Seminar for New Jersey Institute for Continuing Legal Education, (2012)

• Election Administration – International Association of Clerks, Registers, Election Officials, and Treasurers (IACREOT) Albuquerque, New Mexico (2012)

• Campaign Finance and Ethics for Campaign Attorneys - Seminar for New Jersey Institute for Continuing Legal Education, (2012)


• Attorney Ethics: Fear Not and Nothing to Fear- Morris County and Passaic County Inns of Court (2016)

• Ethics for Attorneys: Civility-So Easy to be Rude, So Hard to be Civil? Seminar for New Jersey Institute for Continuing Legal Education, (2017)


• A Study of the Ethical Implications of the Codex Iuris Iuris - Seminar for New Jersey Institute for Continuing Legal Education, (2019)

• Elections and Recounts – Seminar for IGO (International Association for Government Officials), Houston, Texas (2019)

• Dealing With the Press: Politely and Properly - Seminar for IGO (International Association for Government Officials), Houston, Texas (2019)


TELEVISION/RADIO COMMENTATOR and MEDIA APPEARANCES

• NBC Television News - New York City Mayoral Race (New York, 1997).
• Fox Five Television News - Political Commentary and War on Terrorism (New York, 1999-2002).
• Fox Morning News - Segments on Presidential Election (Washington DC, 2000).
• Fox Cable Television “The Edge with Paula Zahn” - Numerous appearances as an Election Law Expert and debated with Prof. Mark Tushnet (Asst. Dean Georgetown University Law School); Lannie Davis (former White House Counsel); Julian Epstein (Counsel to the House Judiciary Committee), and others (National, 2000-2001).
• Court TV “Catherine Crier” - Debate with Ron Kuby, Esq. on Prisoner/Detainee of War Status (National, 2002).
• Fox Cable and Fox Radio News-Election Commentary and Campaign Financing with affiliates nationwide (2005-2019)

MAJOR POLITICAL CAMPAIGNS

• Associate Counsel for Ray Bateman for Governor (1977)
• Associate Counsel (New Jersey) for Reagan/Bush (1980 & 1984)
• Associate Counsel (New Jersey) for George Bush for President (1980 & 1992)
• Associate Counsel for Tom Kean for Governor (1981)
• Special Counsel for Christine Todd Whitman for Governor (1993 & 1997)
• Counsel for Thomas Giblin, Essex County Democratic Party (1994)
• Counsel for William Martini for Congress (1994 and 1996)
• Counsel for Ellen Sauerbrey for Governor of Maryland (1994-1995)
• Counsel for Kathleen A. Donovan for Congress (1996)
• Counsel for William Gormley for U.S. Senate (2000)
• Counsel for Joel Weingarten for Congress (2000)
• Special Counsel for Marie Roukema for Congress (2000)
• Special Counsel for Dick Zimmer for Congress (2000)
• Counsel for Don DiFrancesco for Governor (2001)
• Counsel for Thomas P. Giblin for County Executive of Essex County (2002)
• Counsel for Joseph V. Doria, Jr. for New Jersey Assembly and Senate (2003 and 2004)
• Counsel for Kathleen Donovan Bergen County Clerk
• Counsel for Kathleen Donovan Bergen County Executive
• Counsel for Richard Codey, New Jersey State Senate
• Counsel for Mayor Donald Guardian, Atlantic City, NJ
• Counsel for Honorable Ann Marie Grossi, Morris County Clerk
• Counsel for Anthony Campos, Council City of Newark, NJ

STATEWIDE ELECTION RECOUNTS and CONTESTS

• Governor Kean (New Jersey)
• Governor Thompson (Illinois)
• Whitman (1993 & 1997)
• Governor Elect Ellen Sauerbrey (Maryland)
• Various Senators, Assemblymen, Freeholders, and local races in Bergen County, Passaic County, Morris County, Monmouth County, Ocean County, Atlantic County, Burlington County, Hudson County, Essex County, Union County, Cumberland County, Cape May County and New York City.

PROFESSIONAL ASSOCIATIONS

• New Jersey State Bar Association, New Brunswick, NJ, 1973 to date
• Academy of Political Science, New York, life member since 1978
• American Political Science Association, Washington, DC
• Veteran and former Lieutenant, United States Navy 1969-1971
• Member, Association of Former Intelligence Officers, (AFIO), Washington, D.C.
• Member, Society of Naval Architects and Marine Engineers, (SNAME), New York
• Member, the West Point Officers’ Club, U.S. Military Academy, West Point, NY
• Oblate of the Order of Saint Benedict, Saint Mary’s Abbey Del Barton, Morrisville, NJ
REFERENCES

Frank M. Donato, Esq. (retired Judge of the Superior Court)
Vivino & Vivino
401 Hamburg Tpk, Suite 201
Wayne, New Jersey 07474-2242

Contact Information:
(O) 973-790-1661
(F) 973-790-8237
BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: John M. Carbone, Esq.

Signed: _______________________________ Title: Attorney at Law of N.J.
Print Name: John M. Carbone Date: 12/29/21

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.
b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

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

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

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.
New Jersey Law provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):  

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<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Recipient's Name</th>
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<td><strong>N/A</strong></td>
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</tbody>
</table>
By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: __________________________
Signed: __________________________ Title: Acting of Hr
Print Name: JOHN M. ORAN Date: 12/23/2021

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH SOE SOFTWARE CORPORATION D/B/A SCYTL FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 FOR $18,585.00

WHEREAS, the County has a need to contract for the purchase of software for election night reporting and ENR Annual Assurance; and

WHEREAS, the Gloucester County Office of County Clerk has recommended that said services be provided by SOE Software Corporation d/b/a SCYTL, 1111 N. Westshore Boulevard, Suite 450, Tampa, Florida 33607; and

WHEREAS, the contract is for three (3) years, from January 1, 2022 to December 31, 2024, for $18,585.00; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of $6,195.00, pursuant to C.A.F. #22-00152, which shall be charged against budget line item 2-01-20-120-002-20225. Balance will be encumbered upon adoption of the 2023 and 2024 Gloucester County Budget. Continuation of the contract beyond the first three months of 2023 is conditioned upon the approval of the 2023 and 2024 Gloucester County Budgets and any required State of New Jersey approvals; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to computer systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(d); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with SOE Software Corporation d/b/a SCYTL for the purchase of software for election night reporting and ENR Annual Assurance, for a term of three (3) years, from January 1, 2019 to December 31, 2021, for $18,585.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOE SOFTWARE CORPORATION
D/B/A SCYTIL

THIS CONTRACT is made effective the 19th day of January, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as "County", and SOE SOFTWARE CORPORATION D/B/A
SCYTIL, with a mailing address of 1111 N. Westshore Boulevard, Suite 450, Tampa, Florida
33607, hereinafter referred to as "Vendor".

RECATALS

WHEREAS, the County has a need to contract for the purchase of software for election
night reporting and ENR Annual Assurance; and

WHEREAS, the supplies and services related to this contract is an expansion and
ultimately the support and maintenance of proprietary hardware and software which is integrally
related to existing computer systems in the County and is an exception to the Local Public
Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

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

WHEREAS, Vendor represents that it is qualified to perform said services and desires to
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 Vendor do hereby agree as
follows:

TERMS OF AGREEMENT

1. TERM. Contract shall be for a term of three (3) years, from January 1, 2022 to
December 31, 2024.

2. COMPENSATION. Vendor shall be compensated in a total contract amount of
$18,585.00, as per Vendor’s Amendment Standard Term SaaS Agreement, attached hereto as
Exhibit A.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Vendor's Amendment Standard Term SaaS Agreement, attached hereto as Attachment A, which is incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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. 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.

B. 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.

C. 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.

D. 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.
E. 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 personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** 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.

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

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party 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 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.** 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.

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

18. **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.
19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

20. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

21. **CONTRACT PARTS.** This contract shall consist of this document and Vendor’s Amendment Standard Term SaaS Agreement, attached hereto as Attachment A. If there is a conflict between this Contract and the Vendor’s Amendment Standard Term SaaS Agreement, then this Contract shall control.

**THIS CONTRACT** shall be effective the 19th day of January, 2022.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution 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**

____________________________
**LAURIE J. BURNS,**
**CLERK OF THE BOARD**

____________________________
**FRANK J. DIMARCO,** **DIRECTOR**

**SOE SOFTWARE CORPORATION**
**D/B/A SCYTL**

**ATTEST:**

____________________________
**NAME:**
**TITLE:**

- 6 -
AMENDMENT STANDARD TERM SaaS AGREEMENT

BETWEEN

SOE SOFTWARE CORPORATION d/b/a SCYTL and COUNTY of GLOUCESTER, NJ

PREAMBLE

This Extension Amendment (the “Amendment”) is entered into as of January 1, 2022 (the Effective Date), by SOE SOFTWARE CORPORATION (d/b/a SCYTL) with principal offices at 1111 N. Westshore Blvd, Suite 450 Tampa, FL 33607 (“SOE”) and County of Gloucester, NJ with principal offices at 2 South Broad St, Woodbury, NJ 08096 (“Customer”).

Collectively, SOE and Customer shall be referred to as the “Parties” and each separately as a “Party”.

In consideration of the mutual promises and covenants hereinafter set forth, SOE and the CUSTOMER acknowledge and agree that the Software as a Service Agreement for Election Night Reporting (ENR) entered into as of January 1, 2019, by and between the Parties (the Agreement) is hereby extended for another three (3) years and consequently amended as follows, but that such Agreement shall otherwise continue in full force and effect.

The Parties agree as follows:

1. To EXTEND the Election Services for three (3) year from January 1, 2022 to December 31, 2024 (the Extended Term).

2. To update the Maintenance and Service terms as indicated below:

   During the Term of this Agreement, SCYTL shall provide the Customer with maintenance services and third level support in accordance with the Service Level Agreement attached hereto as Appendix 1, being an integral part of this Agreement, which shall consist of (i) the updating and upgrading of the SOFTWARE and (ii) the modification and/or adaptation of the SOFTWARE in order to correct and solve any defects, errors, or malfunctions in the SOFTWARE.

   The support services provided by SCYTL include:

   • Account Management support, such as application setup review and questions; content updates; and technical support.
   • Support services are limited to 8 hours. When you have reached 80% of the allotted support service hours, you will be notified, and you may choose to add additional hours via a work order. If the issue is determined to be a product error, hours will not be deducted.
   • If additional support service hours are not purchased and they are required due to a non-product error, the customer will be charged at a rate of $150/hr.
   • Refunds or carry over are not considered if the allotted support service hours are not consumed at the end of the Agreement (and on a yearly basis).
As a courtesy, Scytl provides election event monitoring of the platform by Account Management and IT Engineers.

3. To Update the Service Level Agreement (SLA) as indicated in the attached Appendix 1
4. To pay the fee/s as indicated below for any renewal (Fee). The Fee shall be non-cancellable, non-refundable and in addition to the fees already paid/to be paid according to the Agreement. The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, increased in a minimum five (5) %.
5. The Customer will be invoiced the Fee annually in advance each year, in accordance with the following schedule:
6. Except as modified below, all other terms and conditions of the Agreement and all amendments and addenda thereto, shall remain in full force and effect. All capitalized words not defined herein shall have the same meaning as set forth in the Agreement.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Invoicing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scytl Election Night Reporting (ENR) Annual Assurance 1/1/2022-12/31/2022</td>
<td>$6,195.00</td>
<td>January 1, 2022</td>
</tr>
<tr>
<td>Scytl Election Night Reporting (ENR) Annual Assurance 1/1/2023-12/31/2023</td>
<td>$6,195.00</td>
<td>January 1, 2023</td>
</tr>
<tr>
<td>Scytl Election Night Reporting (ENR) Annual Assurance 1/1/2024-12/31/2024</td>
<td>$6,195.00</td>
<td>January 1, 2024</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the Effective Date intending to be bound thereby,

SOE SOFTWARE CORPORATION

By: Jonathan Brill, General Manager
SOE Software Corporation (dba Scytl)
Date:__________________________

GLOUCESTER COUNTY, NJ

By:__________________________________________
Date:_______________________________________
APPENDIX 1

1 Software Maintenance and Support – Technical Service description

1.1 Definitions
The definitions used in the Agreement are incorporated herein by reference. In addition, the following terms shall have the following meaning:

- "Software maintenance" is defined as the process of modifying a software system or component after delivery to correct faults, errors and bugs; to improve performance or other attributes; or to adapt to a changed environment.
- "Perfective maintenance" includes modifications and upgrades done in order to keep the software usable over a long period of time. It includes new features and new user requirements for refining the software and improving its reliability and performance.
- "Adaptive maintenance" includes modifications and upgrades applied to keep the software product up-to-date and tuned to the changing environment.
- "Preventive maintenance" includes modifications and upgrades to prevent future issues of the software. It aims to attend problems, which are not significant at this moment, but may cause serious issues in the future.
- "Corrective maintenance" includes modifications and upgrades done in order to correct or fix faults, errors and bugs, which are either discovered by the Customer or concluded by user error reports.
- "Response time" means the time elapsing between the reporting of an issue by a Customer and the response from a Scylli's Technical Support Services engineer acknowledging receipt of the reported issue.
- "Diagnosis time" means the time elapsing between the Response time and the diagnosis of the Issue made by Scylli's Technical Support Services engineer.
- "Issue" means either:
  A failure of the Software to conform to the specifications set out in the documentation relating to that version of the Software, resulting in the inability to use, or restriction in, the use of the Software; or
  A problem in current features requiring new procedures, clarifications, additional information and/or requests for product enhancements.
- "Resolution or Patch or Bug Fix" means either a Software modification or addition that, when made or added to the Software, corrects an issue, or a procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical adverse effect of the issue on you.
• "Upgrade" means a revision or change of version of the Software released by Scytl to its end user customers generally during the Support Services Term, to add new and different functions or to increase the capacity of the Software.

• "Maintenance Release" is a release of or for the Software, that includes the most recent Patches and Upgrades.

• "Current Software Version" means the most recently released, commercially available version of the Software at the time a Customer Support Contact relates a particular support incident to Scytl hereunder.

• "Supported Versions" means SCYTL’s obligations with respect to the Maintenance Services, which shall apply only to those versions of the Software that are within one (1) year time frame of the Current Software Version.

• "Hosted System" means Software hosted by Scytl externally in its data center to which the Customer may access it over the Internet from anywhere at any time.

• "Annual Pool of Hours" means the number of support hours as captured in the contract. Support hours may include application “how to” questions, content modifications and technical support. Application issues as a result of Scytl product updates and hosting are not deducted from the pool of hours.

1.2 General Terms and Conditions

The Customer shall be entitled to the following Support and Maintenance services during the Term and upon payment of the Fee:

1.2.1 Scytl Technical Services.

Scytl Support and Maintenance Services include perfective, adaptive, preventive and corrective maintenance in relation to Supported Versions. The Support Services do not include any post-installation configuration or development support, such as integrations of the Software with the user or third-party developed software or data, configuration advice that is not related to the initial installation and setup, or non-bug related technical problem resolution.

1.2.2 Resolutions and Severity levels.

Scytl will make commercially reasonable efforts to provide a resolution or patch designed for resolving a reported issue in accordance with the Service Schedule hereto. If such issue has been resolved or corrected already in an existing Maintenance Release, the Customer must install and implement that Maintenance Release/Upgrade; otherwise, the resolution for critical and high severity issues may be provided in the form of a temporary patch (fix, procedure, or routine) to be used until a Maintenance Release containing the resolution is available. The priority level shall be agreed between the parties following the priority levels described below:
<table>
<thead>
<tr>
<th>Severity</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
</table>
| CRITICAL | An immediate and sustained effort using all available resources until issue is resolved. | • Business critical function is down  
• Major impact to Customer’s business  
• No workarounds exist |
| HIGH | Technicians respond immediately, assess the situation, and may interrupt other staff working low or medium priority jobs for assistance. | • Business critical function is impaired or degraded  
• There are time-sensitive issues that impact ongoing production  
• Workaround exists, but it is only temporary |
| MEDIUM | Respond using standard procedures and operating within normal Management structures. | • Non-critical function down or impaired  
• Does not have significant current production impact  
• Performance is degraded |
| LOW | Respond using standard operating procedures and as time allows. | • Non-critical, function down or impaired  
• No business impacts  
• General Service Enhancements |

1.2.3 Technical Support Contacts.

Scyt's Maintenance and Support Services will be accessible by one (1) designated contact (Technical Support Contact) and one (1) back up contact. You may modify your designated Technical Support Contact at any time during the terms of the service by confirmed email to Scyt’s Technical Support Contact, who will be the main interface to the Scyt’s Maintenance and Support Services.

1.2.4 Exclusions from Scyt’s Technical Services.

Scyt is not obligated to provide Technical Services in the following situations:

a) When Scyt determines that the issue is caused by unauthorized changes or modifications to the Software provided by Scyt, resulting in malfunctioning of the Software. This is not applicable if the changes or modifications are made under the direct supervision of Scyt;
b) The Software has been damaged through negligent use by the Customer.
c) The issue is caused by the negligence, hardware, malfunction or other causes beyond the reasonable control of Scyt;
d) The issue is caused by third party software not licensed by or through Scyt;
e) The Customer has not installed and implemented a prior Upgrade or Maintenance Release;
f) The Customer has not installed up-to-date browser and system software;
g) The Customer has not paid the Technical Service fees when due;
h) The version of the Software that the Customer is using is not a Supported Version;

i) If the Customer has not complied with Scytl’s license Agreement; or

j) Failures related to an accident, disaster, or other Force Majeure event.

1.2.5 Agreement in Force.

Except as agreed herein, all other terms and conditions of the Agreement shall apply with full force and effect to this Service Level Agreement.

1.3 Escalation Process

For each issue:

1. The Customer’s Technical Support Contact will notify Scytl of the issue through the agreed channels;

2. A Scytl Technical Support contact will acknowledge the reception of the issue;

3. A Scytl Technical Support contact will do an initial diagnosis and complete the incident details in the Incident Management Tool:
   - Services affected;
   - Level of disruption;
   - Cause of the incident, if known;
   - Estimated time to resolve the issue or time of next update;
   - Feasible workaround.

4. The Scytl Technical Support contact will call or email the Customer’s Technical Support Contact providing the diagnosis and incident identifier and will agree on a Criticality Level based on a predefined set of criteria;

5. The Scytl Technical Support contact will provide regular updates on the incident status.

1.4 Service Level Agreements (SLAs)

To guarantee a smooth and efficient relationship between Scytl and their partners, Scytl assigns a Service Manager (Account Manager) who will be the main point of contact to coordinate regular maintenance and support activities.

The Service Manager will periodically report on the different activities performed, as well as the status of the contracted pools of support hours (if any).

<table>
<thead>
<tr>
<th>What is included</th>
<th>Single Point of Contact (SPOC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is not included</td>
<td>Project Management activities for Electoral Events</td>
</tr>
</tbody>
</table>
1.4.1 Issue Response.

In the event the Hosted System fails to perform as required by this Agreement (an “Issue”), the following Issue Response Procedure shall apply: Customer will notify Scytl of any identified Issue as soon as possible. Customer will also provide the reasonable availability of a single point of contact to assist Scytl in resolving any Issue with the Software. Upon notification of an Issue, Customer and Scytl by mutual agreement in good faith shall classify the severity of the Issue based on the levels detailed in Section 1.2.2. Scytl shall follow up with Customer with a telephone call or email response within 30 minutes upon notification of an Issue, subject to the Issue levels below. During the follow-up telephone or email, Scytl shall provide Customer with an initial assessment of the Issue in conjunction with any identified steps for the parties to mitigate the Issue.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Priority</td>
<td>0-30 minutes (during business hours)</td>
</tr>
<tr>
<td>High Priority</td>
<td>Within 2 hours</td>
</tr>
<tr>
<td>Medium Priority</td>
<td>Within 24 hours</td>
</tr>
<tr>
<td>Low Priority</td>
<td>Within 5 working days</td>
</tr>
</tbody>
</table>

1.4.2 Service Details.

Scytl’s Software Support and Maintenance Service is divided into different sub-services:

- Service availability;
- Planned Maintenance Service and Technical Support;
- Hosting.

Further details are provided below.
1.4.2.1 Service Availability.

<table>
<thead>
<tr>
<th>Service hours</th>
<th>Monday to Friday from 8 AM to 5 PM EST (Eastern Time)</th>
</tr>
</thead>
<tbody>
<tr>
<td>After hours support</td>
<td>On-call staff can be reached via the support telephone and/or support email. Calls received outside of Service Support Hours will be forwarded to the on-call service manager’s mobile telephone. Email support is available using the support email <a href="mailto:product.support@scyl.com">product.support@scyl.com</a>. Calls and emails received outside of the service time frame will receive a response in accordance with the priority of the reported issue.</td>
</tr>
<tr>
<td>Response time</td>
<td>Dependent on issue priority (see section 1.4.1)</td>
</tr>
<tr>
<td>Diagnosis time</td>
<td>Dependent on issue priority (see section 1.4.1)</td>
</tr>
<tr>
<td>Service volume</td>
<td>Annual pool of hours (see contract)</td>
</tr>
<tr>
<td>Rules of use</td>
<td>• In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; • Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).</td>
</tr>
</tbody>
</table>

1.4.2.2 Planned Maintenance Service and Technical Support.

1.4.2.2.1 Service Description – Planned Maintenance

Scyl is responsible for guarantying the quality of the Software provided under the Agreement, as well as facilitating the inclusion of new features as a result of a product evolution. Upon a Maintenance Release, Scyl guarantees the data integration for the Supported Versions.

| What is included | • Perfective maintenance; • Adaptive maintenance; • Preventive maintenance (including updates such as digital certificates); • Corrective maintenance. |
| What is not included | • Extension of any existing functionality, which should be handled via the Change Management process; • The development of any new functionality, which should be handled via the Change Management process. |
1.4.2.2.2 Service details – Planned Maintenance

<table>
<thead>
<tr>
<th>Service hours</th>
<th>Monday to Friday from 9 AM to 5 PM EST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Maintenance activities may be planned as after-hours service or during the weekends as agreed by the Customer.</td>
</tr>
<tr>
<td>Response time</td>
<td>Within 2 working days</td>
</tr>
<tr>
<td>Diagnosis time</td>
<td>• Critical and High severity issues - Within 8 service hours</td>
</tr>
<tr>
<td></td>
<td>• Medium severity issues - Within 16 service hours</td>
</tr>
</tbody>
</table>

1.4.2.2.3 Service Description – Specialized Technical Support Service

Systel provides specialized technical support for those software components embedded in the provided solution. The specialized technical support includes responses to technical questions and providing technical support during maintenance or testing activities. The support service will be handled through the defined Technical Support Contacts.

| What is included | • Response to technical questions related to the products making up the solution; |
|                 | • Deployment or support to the deployment on the Licensee’s infrastructures after a Maintenance Release; |
|                 | • Ad-hoc digital signature of applications after a Maintenance Release; |
|                 | • Ad-hoc trusted build activities after a Maintenance Release. |

| What is not included | Support on solution configuration for specific electoral processes. |

1.4.2.2.4 Service details – Specialized Technical Support Service

<table>
<thead>
<tr>
<th>Service hours</th>
<th>Monday to Friday from 9 AM to 5 PM EST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Response time</td>
<td>Within 2 working days</td>
</tr>
<tr>
<td>Diagnosis time</td>
<td>Within 3 working days</td>
</tr>
<tr>
<td>Service volume</td>
<td>Annual pool of hours (see proposal/contract).</td>
</tr>
</tbody>
</table>

1 Technical support during specific electoral processes is an optional service that is not included under this service.
1.4.2.3 Hosting.

Scytl is responsible for new releases, security, maintenance, and uptime and will provide the Customer with the following services:

a. Hosting of the software on Scytl's servers in an Amazon Data Center rented by Scytl located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day, except for scheduled maintenance.

b. Installation, test, and initial system set up in the servers in the Data Center.

Scytl will provide the Customer with the following support and service level:

a. Availability of 99.9% uptime (excluding scheduled maintenance windows).

b. Full infrastructure and network redundancy using distributed cloud locations.

c. Reporting tools will be available upon request to show historic data.
POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"): 

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Recipient's Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
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</table>
By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: SOE Software Corp dba Scoylo

Signed: [Signature] Title: President/GM

Print Name: Jonathan E. Brill Date: 01/03/2022

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

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

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

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

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

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

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

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

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

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

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

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

Name of Business Entity: SOE Software Corp dba ScoTI  
Signed: [Signature]  
Title: President/GM  
Print Name: Jonathan E. Brill  
Date: 01/03/2022

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>ENR ANNUAL ASSURANCE FOR ELECTION NIGHT REPORTING 1/1/2022 - 12/31/2024</td>
<td>2-01-20-120-002-20225</td>
<td>6,195.000</td>
<td>6,195.00</td>
</tr>
<tr>
<td></td>
<td>PASSED BY RESOLUTION 1/19/22.</td>
<td>Data Processing Services - Elections</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**-CLAIMANT'S CERTIFICATE & 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 persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is a reasonable one.

X

**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.

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH
PAULSBORO PRINTERS, LLC FROM JANUARY 1, 2022 TO DECEMBER 31, 2022
IN AN AMOUNT NOT TO EXCEED $485,750.00

WHEREAS, the County of Gloucester has a need for services in the printing of ballots
for the Primary, General, Special and all School Board elections for the year 2022; and

WHEREAS, the Clerk of Gloucester County recommends that said services be provided
by Paulsboro Printers, LLC of 22 E. Washington Street, Paulsboro, New Jersey 08066; and

WHEREAS, the cost proposal of Paulsboro Printers, LLC is estimated for an amount not
to exceed $485,750.00 based upon the number of registered voters, election districts and the
number of elections; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this
is an open-ended contract and prior to any purchase being made and/or services being rendered
pursuant to the within contract, 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 service, identifying the line item from the County Budget out of which said funds will
be paid; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions
of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which
exempt this contract from competition because the vendor has certified that it will not make a
disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election
expenses and therefore is an exception to the Local Public Contracts Law as described and
provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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
Paulsboro Printers, LLC for the provision of services in the printing of ballots for the Primary,
General, Special, and all School Board Elections from January 1, 2022 to December 31, 2022, in
an amount not to exceed $485,750.00; 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 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 County Commissioners of the County of
Gloucester held on January 19, 2022 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
COUNTRY OF GLOUCESTER
AND
PAULSBORO PRINTERS, LLC

THIS CONTRACT is made effective the 19th day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “County”, and PAULSBORO PRINTERS, LLC of 22 E. Washington Street, Paulsboro, New Jersey 08066, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, there exists a need for the County to contract for services pertaining to the printing of ballots for all Gloucester County 2021 Primary, General, Special, and School Board Elections; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); 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 does hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. This contract shall be effective for the period commencing January 1, 2022 and concluding December 31, 2022.

2. COMPENSATION. Vendor shall be compensated in an amount not to exceed $485,750.00, as per Vendor’s Quotation, dated November 12, 2021, attached hereto as Attachment A.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.
It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Vendor's Quotation, dated November 12, 2021, attached hereto as Attachment A, which is incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

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

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

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
20. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

21. **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.

22. **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.

23. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

24. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and Vendor's Quotation, dated November 12, 2021, attached hereto as Attachment A. If there is a conflict between this Contract and the Vendor's Quotation, then this Contract and shall control.

**THIS CONTRACT** is dated this 19TH day of January, 2022.

**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**

**LAURIE J. BURNS,**

**CLERK OF THE BOARD**

**FRANK J. DIMARCO, DIRECTOR**

**ATTEST:**

**PAULSBORO PRINTERS, LLC**

**BY:**

**TITLE:**
ATTACHMENT A
November 12, 2021  
To: James N. Hogan, Gloucester County Clerk  
From: Barbara Tierno, Paulsboro Printers  
Re: 2022 General Election  

**QUOTE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Machine Readable Vote By Mail Ballots, folded and packaged for Elections Office and Mailing Facility, “Mail-Waste” 5% as requested, printed from secure supplied files, VBM ballots provided for test run of scanning equipment, includes purchased paper</td>
<td>$32,000.00-$42,000.00 depending on ballot size</td>
</tr>
<tr>
<td>Approximatley 50,000 pieces</td>
<td></td>
</tr>
<tr>
<td>Emergency Ballots folded and packaged, printed from secure supplied files, 30 ballots per polling district</td>
<td>$7,100.00-$7,800.00 depending on ballot size</td>
</tr>
<tr>
<td>Approximately 14,000 total pieces</td>
<td></td>
</tr>
<tr>
<td>Emergency Ballots folded and packaged, printed from secure supplied files without district imprint, 30 ballots per municipality and municipalities w/wards per ward, 29 styles, 1 set of above per Early Voting Center</td>
<td>$1,950.00-$2,450.00 depending on ballot size</td>
</tr>
<tr>
<td>Approximately 4,500 total pieces</td>
<td></td>
</tr>
<tr>
<td>Ballots created for County Web site from files supplied and sample ballot file, 29 styles</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>UOCAVA Ballots created from secure files provided and secured via password to prevent document change or copy/assembly, 29 styles</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Sample Ballots provided for Registered Voters plus over-run for tabbing and addressing; 25 Sample Ballots provided per District for Polls, increase paper weight an per USPS regulations, printed from provided files (machine ballot) and balance of contents typeset/prepared, 29 styles</td>
<td>$58,000.00-$60,000.00</td>
</tr>
<tr>
<td>Approximately 235,000 total pieces</td>
<td></td>
</tr>
<tr>
<td>Election Day Stand-by</td>
<td>$875.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$102,275.00-$115,475.00</strong></td>
</tr>
</tbody>
</table>

This quote is based on current pricing. Paper pricing has become unpredictable due to prolonged manufacturing plant shutdowns that has caused massive supply shortages; hopefully this situation will rectify in the future.

Please do not hesitate if you have any questions or concerns.

Regards,
Barbara A. Tierno
November 12, 2021
To: James N. Hogan, Gloucester County Clerk
From: Barbara Tierno, Paulsboro Printers

Re: 2022 election Cycle Quote

PROJECTED ESTIMATES FOR 2022 Election Cycle
(229 Projected Districts-220,000 Projected Voter Registration), Provisional Ballots NOT included since were not used for General or Special School election (2021) due to new technology.

**Annual School Election:** $122,000.00  (Schools pay for this)

<table>
<thead>
<tr>
<th>Annual Primary Election: (Municipalities pay for this)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Machine Readable Vote By Mail Ballots, folded and packaged for Elections Office and Mailing Facility, &quot;Mail-Waste&quot; 5% as requested, printed from secure supplied files, VBM ballots provided for test run of scanning equipment, includes purchased paper, Democratic (includes Sheet #1 &amp; #2) &amp; Republican styles Includes 25,000 each Sheets #1 &amp; 2 Dems &amp; 25,000 Reps</td>
<td>$53,000.00-$58,000.00 depending on ballot size</td>
</tr>
<tr>
<td>Emergency Ballots folded and packaged, printed from secure supplied files, 30 ballots per polling district/machine/partry Includes 13,740 each Sheets #1 &amp; 2 Dems &amp; 13,740 Reps</td>
<td>$22,500.00-$26,500.00 depending on ballot size</td>
</tr>
<tr>
<td>Emergency Ballots folded and packaged, printed from secure supplied files without district imprint, 30 ballots per municipality and municipalities w/wards per ward, 29-32 styles per party, 1 set of above per Early Voting Center (projected 5 centers) Includes 2,700 each Sheets #1 &amp; 2 Dems &amp; 2,700 Reps x 5 EVC's</td>
<td>$7,200.00-$7,400.00 depending on ballot size</td>
</tr>
<tr>
<td>Ballots created for County Web site from files supplied and sample ballot file per district, 229 styles</td>
<td>$5,200.00</td>
</tr>
<tr>
<td>UOCAVA Ballots created from secure files provided and secured via password to prevent document change or copy/assembly, 29-32 styles/partry (Dems 2 sheets)</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>Sample Ballots provided for Registered Voters plus over-run for tabbing and addressing; 25 Sample Ballots provided per District for Polls, increase paper weight an per USPS regulations, printed from provided files (machine ballot) and balance of contents typed on/prepare, 29 styles Approximately 235,000 total pieces</td>
<td>$69,000.00-$72,000.00</td>
</tr>
<tr>
<td>Election Day Stand-by</td>
<td>$875.00</td>
</tr>
</tbody>
</table>

**Annual General Election:** $102,275.00-$115,475.00
(more detailed estimates provided separately)

**Special School Elections:** $75,000.00  (Schools pay for this)

**Canvasser's Reports (Primary & General Election):** $1,000.00 each

**Totals:** $460,275.00-$485,750.00

*This quote is based on current pricing. Paper pricing has become unpredictable due to prolonged manufacturing plant shutdows that has caused massive supply shortages; hopefully this situation will rectify in the future.*

Please do not hesitate if you have any questions or concerns.

Regards,
Barbara A. Tierno
POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more
than $17,500.00 (except contracts that are required by law to be publicly advertised for
bids) with any business entity unless the County receives from that business entity a
Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set
forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the
provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the
preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election
shall disclose contributions to: any State, county, or municipal committee of a political
party; any legislative leadership committee; or any candidate committee of a candidate
for, or holder of, an elective office of that public entity, of that county in which that
public entity is located, of another public entity within that county, or of a legislative
district in which that public entity is located or, when the public entity is a county, of any
legislative district which includes all or part of the county, or any continuing political
committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you
are required to include with your contract proposal a list of all such contributions made
during the preceding 12 months, indicating the date and amount of each contribution and
the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made,
indicate “None”):

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Recipient's Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
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<tr>
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</tr>
</tbody>
</table>
By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Paulsboro Printers LLC
Signed: Barbara A. Tiern Date: 12/27/2021
Print Name: Barbara A. Tiern Title: Business Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Business Entity: Paulsboro Printers LLC

Signed: Barbara A. Tierno Title: Business Manager

Print Name: Barbara A. Tierno Date: 12/27/2021

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

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

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

19:44A-20.9. Repayment of contribution

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

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

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH COLORSOURCE, INC. FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $485,750.00

WHEREAS, the County of Gloucester has a need for election materials, including insertion/mailing of Vote by Mail Ballots, Provisional Ballots, Sample Ballots, and Envelopes for the 2021 General Election Cycle and Primary Election; and

WHEREAS, the Clerk of Gloucester County recommends that said services be provided by ColorSource, Inc. of 435 Commerce Lane, West Berlin, New Jersey 08091; and

WHEREAS, the term of the contract is from January 1, 2022 to December 31, 2022 and the cost proposal is estimated for an amount not to exceed $485,750.00 based upon the number of registered voters, election districts and the number of elections; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any purchase being made and/or services being rendered pursuant to the within contract, 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 service, identifying the line item from the County Budget out of which said funds will be paid; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners 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 ColorSource, Inc. for the provision of services in the printing of ballots for the 2022 General Election Cycle and Primary Election, from January 1, 2022 to December 31, 2022, in an amount not to exceed $485,750.00; 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 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 County Commissioners of the County of Gloucester held on January 19, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: FRANK J. DIMARCO, DIRECTOR

Laurie J. Burns,
Clerk of the Board
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
COLORSOURCE, INC.

THIS CONTRACT is made effective the 19TH day of January, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “County”, and COLORSOURCE, INC. of 435 Commerce Lane, West Berlin, New Jersey 08091, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, there exists a need for the County to contract for services pertaining to election materials, including insertion/mailing of Vote by Mail Ballots, Provisional Ballots, Sample Ballots, and Envelopes for the 2022 General Election Cycle and Primary Election; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); 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 does hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. This contract shall be effective for the period commencing January 1, 2022 and concluding December 31, 2022.

2. COMPENSATION. Vendor shall be compensated in an amount not to exceed $485,750.00.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.
It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Attachment A, Vendor’s Quote, dated November 8, 2021, which is attached hereto and made a part of this Contract.

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

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

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

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

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
20. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

21. **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.

22. **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.

23. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

24. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and Vendor’s Quotation, dated November 8, 2021, attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Vendor’s response, then this Contract and the Specifications shall control.

**THIS CONTRACT** is dated this 19th day of January, 2022.

**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**

Laurie J. Burns,
Clerk of the Board

Frank J. Dimarco, Director

**COLORSOURCE, INC.**

ATTEST:

BY:

TITLE:
Dear Mr. Hogan:

ColorSource is pleased to be given the opportunity to submit a proposal for the Printing Supplies of the 2022 Election Cycle. Unfortunately, since paper prices and raw materials and labor have skyrocketed, we have had to make some adjustments in the pricing.

Outside Envelopes for Vote-By Mail - .50/each – Up .05 from last proposal
Certificate Envelopes with Peel and Seal for Vote by Mail - .75/each as previous
Ink Jet Certificate Envelopes .25/each as previous
Business Reply Envelopes with Peel and Seal - .65/ each as previous
Instruction Sheets - .48 / each Up .08 /each from last

Insertion and Mailing of Vote by Mail Ballots - $150 Per Version (Primary Election-30 Municipalities x 1 Democrat Ballot, 1 Republican Ballot and 1 Unaffiliated Ballot = 90 Versions / General Election - 30 Municipalities x 1 Ballot = 30 Versions). This is up $25 per version from last – mailing will remain the same as previous - .50 /each. Hand Inserting if broken down by district @ .85/each.

Printing of Ballots:
• Includes approximately 50,000 - Vote By Mail Ballots in size range from 8.5 x 14 2-sided, 8.5 x 17 inch 1-sided and 8.5 x 17 2-sided (WILL NEED TO REPRICE IF 20 INCH BALLOT NEEDED)
• Includes approximately 14,000-47,000 Provisional Ballots in size range from 8.5 x 14 2-sided, 8.5 x 17 inch 1-sided and 8.5 x 17 2-sided, quantities of 30 Dem/30 Rep per District, 60 Dem/60 Rep per District, 100 Dem/100 Rep per District, (WILL NEED TO REPRICE IF 20 INCH BALLOT NEEDED)
• Sample ballots have been priced using 11 x 17 paper, 14 x 20 and 17.5 x 22.5 – Mailing costs Additional $210,000 - $290,000 General Canvassers Report $1400

Once again, we Thank You for the opportunity and look forward to working with your staff.

Fred DeMarco
ColorSource

435 Commerce Lane, West Berlin, NJ 08061 (800) 554-8169 (856) 488-8100 Fax: (856) 488-9181
www.colorsourceinc.com
BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: Color Source, Inc
Signed: [Signature] Title: Pres., CEO
Print Name: Fred DeMarco Date: 12/27/2021

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

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

New Jersey Law, provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate “None”):

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

Name of Business Entity: Color Source, Inc.
Signed: [Signature] Title: President
Print Name: Fred De Mora Date: 12/27/2021

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

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

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

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

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

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

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

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