

3/20/24

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
VCI EMERGENCY VEHICLE SPECIALISTS**

THIS CONTRACT is made effective the 20TH day of March, 2024, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **VCI EMERGENCY VEHICLE SPECIALISTS** with offices at 43 Jefferson Avenue, Berlin, New Jersey 08009, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has a need to contract with VCI Emergency Vehicle Specialists for an upgrade, VCI Remount RV594, for ambulance 009, which was remounted by VCI Emergency Vehicle Specialists due to a motor vehicle accident on October 15, 2022; 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 existing security 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)(a)(ii); 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 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The Vendor shall complete repairs and upgrades within a reasonable amount of time.
2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, in the total contract amount of \$25,721.00.

Vendor shall be paid in accordance with this Contract document upon date 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 PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, *Invoice # 6866*, dated August 9, 2023, 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. 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. 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.

C. 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. **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.

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

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

10. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that 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.

11. **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.

12. **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.

13. **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.

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 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.

16. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

17. **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.

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

19. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and Vendor's Invoice (Invoice # 6866, dated August 9, 2023), attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Vendor's Invoice, then this Contract and the County Specifications shall control.

THIS CONTRACT is dated this 20th day of March, 2024.

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:



LAURIE J. BURNS,
CLERK OF THE BOARD

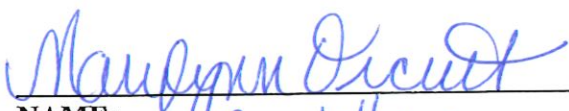
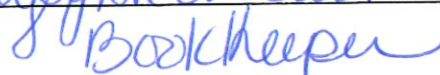
ATTEST:

COUNTY OF GLOUCESTER



FRANK J. DIMARCO, DIRECTOR

VCI EMERGENCY
VEHICLE SPECIALISTS


NAME: 
TITLE: Bookkeeper

ATTACHMENT A

INVOICE



43 Jefferson Avenue
Berlin, NJ 08009-2318
Phone 1-856-768-2162 Fax 1-856-768-6933

DATE: 8/9/2023
INVOICE 16866

Bill To:
Name
Company Gloucester County
Address 2 South Broad Street
City, State ZIP Woodbury, NJ 08098
Phone

Ship To:
Name
Company Gloucester County EMS
Address 1200 N.elsea Drive
City, State ZIP Clayton, NJ 08312
Phone

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Paul Hagemann			Over the Road		Due on Receipt
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
	Upgrades on VCI Remount RV594-1FDXE4FN7RDD13090				
A.	Install new rubber rub rails & rubber fenders on body				1,112.00
B.	Install new stainless splash shields on face of body				140.00
C.	Install new diamond plate corner guards				432.00
D.	Install new rear diamond plate				260.00
E.	Install new rear bumper step				2,800.00
F.	Install new rubber dock bumpers on rear bumper step				180.00
G.	Repair Scotchlite striping on body				3,000.00
H.	Install new heat/AC unit in patient compartment				1,800.00
I.	Install new full height hinge on exterior compartment door #1				300.00
J.	Install new rear door hold open devices on rear entry doors				92.00
K.	Install new gas type hold open devices on body compartment doors & side entry				448.00
L.	Install new license plate bracket				92.00
M.	Compound and buff body				1,500.00
N.	Install new Trimark door handles on body 10 w/rods				2,840.00
O.	Install new actuators on all compartment & entry doors for electric locks				640.00
P.	Install new LED clearance lamps				225.00
Q.	Replace Southco latches (missing) on interior compartment doors				880.00
R.	Replace missing plexiglass door on interior rear cabinet wall				300.00
S.	Transfer Voyager back up camera system.				225.00
T.	Install new VCI console; aluminum				1,800.00
U.	Install new aircraft type clock above the rear entry doors				105.00
V.	Electrical system; switches missing etc; new RC Tronics system				5,008.00
W.	Add rail system w/pouch at head of bench				1,472.00
SUBTOTAL				\$	25,721.00
TAX RATE					0.00%
TOTAL					\$25,721.00

Make all checks payable to VCI EMERGENCY VEHICLE SPECIALISTS LLC
If you have any questions concerning this invoice, contact your VCI Representative at the above numbers.

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT A

INVOICE



43 Jefferson Avenue
Berlin, NJ 08009-2318
Phone 1-856-768-2162 Fax 1-856-768-6933

DATE: 8/9/2023
INVOICE #6866

Bill To:
Name
Company Gloucester County
Address 2 South Broad Street
City, State ZIP Woodbury, NJ 08098
Phone

Ship To:
Name
Company Gloucester County EMS
Address 1200 N. Delsea Drive
City, State ZIP Clayton, NJ 08312
Phone

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Paul Hagemann			Over the Road		Due on Receipt
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
	Upgrades on VCI Remount RV584-1FDXE4FN7RDD13090				
A.	Install new rubber rub rails & rubber fenders on body				1,112.00
B.	Install new stainless splash shields on face of body				140.00
C.	Install new diamond plate corner guards				432.00
D.	Install new rear diamond plate				250.00
E.	Install new rear bumper step				2,800.00
F.	Install new rubber dock bumpers on rear bumper step				180.00
G.	Repair Scotchite striping on body				3,000.00
H.	Install new heat/AC unit in patient compartment				1,800.00
I.	Install new full height hinge on exterior compartment door #1				300.00
J.	Install new rear door hold open devices on rear entry doors				92.00
K.	Install new gas type hold open devices on body compartment doors & side entry				448.00
L.	Install new license plate bracket				92.00
M.	Compound and buff body				1,500.00
N.	Install new Trimark door handles on body 10 w/rods				2,840.00
O.	Install new actuators on all compartment & entry doors for electric locks				640.00
P.	Install new LED clearance lamps				225.00
Q.	Replace Southco latches (missing) on interior compartment doors				860.00
R.	Replace missing plexiglass door on interior rear cabinet wall				300.00
S.	Transfer Voyager back up camera system				225.00
T.	Install new VCI console; aluminum				1,800.00
U.	Install new aircraft type clock above the rear entry doors				105.00
V.	Electrical system; switches missing etc; new RC Tronics system				5,008.00
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