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**CONTRACT
COUNTY OF GLOUCESTER
AND
PINO CONSULTING GROUP, INC.**

THIS CONTRACT is made this 1st day of **February, 2017**, 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 **Pino Consulting Group, Inc.**, with offices at 110 Commons Way, Building A, Toms River, New Jersey 08755, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for to develop a cost allocation methodology and plan for the programs administered by the County's Department of Economic Development; and

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

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. The term of the contract shall be for the period from February 1, 2017 to January 31, 2018.

2. COMPENSATION. Contractor shall be compensated pursuant to the Contractor's Proposal, dated January 23, 2017, at an all-inclusive hourly rate of \$265.00, in an amount not to exceed \$17,000.00.

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 the County, the payment voucher shall be placed in line for prompt payment.

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in Contractor's Proposal, dated January 23, 2017, which is incorporated in its entirety and made a part of this contract as Attachment A, Contractor's Proposal, which is incorporated in its

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 of any specifications, which may have been issued by the County in connection with the work to be performed.

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 bid documents.

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

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

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

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

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

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

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which

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

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

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

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

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

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

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

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

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

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

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the

County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

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

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

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

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

18. CONTRACT PARTS. This Contract consists of this contract and the Contractor's Proposal, dated January 23, 2017, attached hereto and made a part of this contract as Attachment A, and any specifications issues by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is dated this 27 day of **February, 2017**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Purchasing Director and Contractor has caused this instrument to be signed by a properly authorized representative.

ATTEST:



ANDREA LOMBARDI,
ADMINISTRATIVE CLERK

COUNTY OF GLOUCESTER



PETER M. MERCANTI, DIRECTOR
PURCHASING DEPARTMENT

ATTEST:



PINO CONSULTING GROUP, INC.



ALFRED PINO, PRESIDENT



ATTACHMENT A

Pino Consulting Group, Inc.

110 Commons Way, Bldg. A
Toms River, NJ 08755
Tel. (609) 448-7135

January 23, 2017

VIA ELECTRONIC MAIL

Ms. Vonzora Jackson, Administrative Analyst
County of Gloucester
Department of Economic Development
115 Budd Boulevard
West Deptford, NJ 08096

**RE: Development of a Cost Allocation Methodology and Plan for the
Programs Administered by the Gloucester County Department of
Economic Development**

Dear Ms. Jackson:

Pino Consulting Group, Inc. ("PCG") is pleased to have an opportunity to submit this proposal to develop a cost allocation methodology and cost allocation plan for the various workforce programs administered by the Gloucester County Department of Economic Development ("GCDED").

The purpose of this engagement is to identify the appropriate procedures that would allow the GCDED to allocate administrative and direct costs to its various programs in accordance with applicable Federal and State rules. At the conclusion of the review, we will draft a cost allocation methodology, develop a cost allocation plan and assist the GCDED obtain any necessary Federal and State approvals.

We shall review the functions performed by GCDED staff and contractors to determine specifically who has responsibilities or duties for multiple programs. We shall also review the administrative structure and chart of accounts of the GCDED to determine the proper identification and assignment of administrative costs. Finally, we shall review the GCDED's grant awards and pass through awards and determine the specific administrative funding components and any special cost allocation requirements.

In order to commence this review, we will require the following information:

1. Identify if the financial statements of the GCDED are prepared on a cash or accrual basis of accounting.
2. Provide the annual budgets for the past two (2) fiscal years.
3. Provide the most recent Audited Financial Statements.

4. Provide the most recently completed audit reports performed by the New Jersey Department of Labor and Workforce Development.
5. Provide the most recently completed audit reports performed by the US Department of Labor (If applicable).
6. Provide copies of all expenditure reports filed with the New Jersey Department of Labor and Workforce Development for the past two (2) fiscal years.
7. Provide a copy of the most current cost allocation methodology established for the GCDED (if available).

Our fees for the services described herein shall be based on our \$265.00 all-inclusive hourly rate consistent with our current contracts with the County of Gloucester. We anticipate that our fees will not exceed \$17,000.00 and the GCDED shall only be billed actual hourly charges. If additional services are required beyond \$17,000.00, we shall notify the GCDED in writing prior to rendering the services. Our all-inclusive hourly rate includes all direct and indirect costs including: direct labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, equipments, materials, supplies, managerial (administrative) support and all documents, reports, forms, travel, reproductions, and any other costs. We shall invoice the GCDED monthly (or when fees are due) and payment shall be made to PCG within thirty (30) days from the date that our invoice(s) is received.

If our proposal is acceptable, please indicate your approval to commence with this review in the space provided:

Pino Consulting Group, Inc.

Sign: _____

Name: Alfred Pino, President

Firm: Pino Consulting Group, Inc.

Date: January 23, 2017

County of Gloucester

Sign: _____

Name: PETER MERCANT

Title: Purchasing Director

Date: 2-9-17