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**CONTRACT BETWEEN
ALTERNATIVE MICROGRAPHICS, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 26 day of March, 2018, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **ALTERNATIVE MICROGRAPHICS, INC.**, of 704 Challenger Way, Forked River, NJ 08731, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for supply and delivery of microfilming services of Tax List Book located at Glover Street Building, Woodbury, NJ, on behalf of the Gloucester County Assessor's Office and for Medical Autopsy Reports for the Gloucester County Medical Examiner's Office; 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 the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing May 1, 2018 and concluding April 30, 2019.
2. **COMPENSATION.** Contractor shall be compensated \$5,299.00 for microfilming services for the Tax List Books for Gloucester County Office of Assessment and for Medical Autopsy Reports for the Gloucester County Medical Examiner's Office as per the proposal response attached as Schedule A and as agreed upon between the parties.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in vendor's response which is incorporated and made part of this contract as Schedule 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 Contractor 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 non-discrimination clause.

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then upon request by the County, 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 promptly in the event of suspension, revocation or any change in status of license or certification held by Contractor or its agents.

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

A. Pursuant to the termination provisions set forth in the 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 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 prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **OWNERSHIP.** This contract does not covey to County any ownership rights in the technology or know-how used to provide the services or software made available hereunder by Contractor, and metadata or indices created in connection with the performance or the service, any documentation, or new applications of Contractor's intellectual property, all of which shall be the exclusive property of Contractor intellectual property if included as part of a service ordered under the Contract. Further, all reports, documents, charts and other physical manifestations of the results of the engagement shall be the property of County, subject to Contractor's right to retain copies thereof for quality assurance and records purposes.

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. **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 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 for general liability and automobile liability.

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

18. **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.

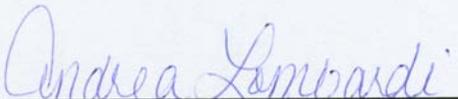
23. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. 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 specifications and the contract, then this contract will control.

THIS CONTRACT is made effective the 26 day of March, 2018.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Contractor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:



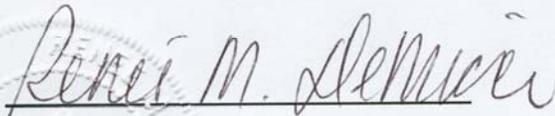
ANDREA LOMBARDI,
PRINCIPAL CLERK TYPIST

COUNTY OF GLOUCESTER



PETER M. MERCANTI, DIRECTOR
PURCHASING DEPARTMENT

ATTEST:



Renee M. DeMicco
Notary Public - State of New Jersey
My Commission Expires:
October 8, 2019

ALTERNATIVE MICROGRAPHICS,
INC.



By: James Thoms
Vice President

SCHEDULE A

*All records are confidential and will be secured by the vendor in a locked area

*Autopsy records will be returned to the County for destruction

Vendor Requirements

*Vendor will pick up records from the County's Storage Sites and Microfilm offsite. If a record is requested during microfilm production, the vendor must provide the requested record to the County within two (2) business days

*All records will be returned to the County for destruction

*Autopsy Records will be microfilmed first within a two (2) month period

*Tax Lists will be microfilmed next, within a four (4) month period

*All microfilm must pass inspection as the records will be destroyed

*County Contact for this Project is Michele Everly, Records Manager, office telephone number 856.251.6752, cell phone number 856.812.1831

COST FOR TOTAL PROJECT: \$5,299.00

COMPANY: Alternative Micrographics Inc.

ADDRESS: 704 Challenger Way

CITY: Forked River

STATE: NJ ZIP: 08731

TELEPHONE #: 609-971-7766

FAX #: 609-971-0883

REPRESENTATIVE: James Thum

February 21, 2018

REQUEST FOR QUOTATION:

The County of Gloucester is seeking a vendor to enter into an agreement for the supplying and delivery of Microfilm Creation Tax List Books & Autopsy Reports thru the Gloucester County Records Management Office.

The agreement will not exceed the amount of \$17,000.00 and all pricing shall remain firm for the duration of the agreement. Please direct all technical questions to Michele Everly, Records Manager at 856.251.6752 or cell phone number 856.812.1831.

Please forward all responses to the Gloucester County Purchasing Department, 2 South Broad St., 2nd fl., Woodbury, NJ 08096. Attn: Tammy Simmons, Senior Buyer. You may fax your proposal to 856.251.6777 or email to tsimmons@co.gloucester.nj.us. Please respond no later than February 28, 2018, 10:00 a.m.

SCOPE OF WORK:

All records need to be microfilmed per New Jersey State Administrative Code regarding the production of microfilm. NJSA 15:3-3.6 Microfilm Standards; Reproduction of Original Records including but not limited to:

- *The use of 35mm or 16mm microfilm producing one archival roll of microfilm, film stock silver halide gelatin emulsion
- *Use of the Appropriate Targets at the beginning and end of each reel
- *Appropriate Processing of microfilm per ANSI/AIIM MS43-1998
- *Microfilm must pass state inspection since original records will be destroyed
- *Microfilm can be made via camera or archive writer

Microfilming Tax List Books

- *Sizes of Tax List Book Pages are 15 ½ inches x 11 inches
- *Date Ranges to be microfilmed: 1988 thru 1992

- *Approximately 61,500 images
- *Larger books have approximately 400 pages per book
- *Smaller books have approximately 125 pages per book
- *Total number of books is 198
- *Blank pages are not to be microfilmed
- *Books can be easily taken apart as they are not permanently bound
- *Vendor will microfilm each year in alphabetical municipal order
- *Each label will contain the reel number, the town range, and the year along with the record type (Tax Lists)
- *Vendor will ensure that each reel contains the appropriate (maximum) number of images in order to minimize the number of microfilm reels to be stored by the County
- *Tax List Books will be returned to the County Destruction

Microfilming Autopsy Reports

- *Autopsy Reports for Camden County will be microfilmed for the years of 1996 thru 1997
- *There are approximately 27,000 images
- *Size of record paper is either legal or letter size
- *Vendor will microfilm each file in year and file number order
- *Each label will contain the reel number, Camden County Viewing Autopsy Reports and the file number range of the records on the reel example: 04-95-1047 to 04-95-1525
- *HIPPA rules regarding records will be followed
- *All data must be deleted after the verification process if an archive writer is used for microfilm creation