

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
STORAGE ENGINE, INC.**

THIS CONTRACT is made effective the 2nd day of **August, 2023**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **STORAGE ENGINE, INC.** with corporate offices at One Sheila Drive, Tinton Falls, NJ 07724, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has a need for the annual license and maintenance required for the Laserfiche electronic document management system which allows the County to deploy the latest upgrades, patches, and technical support required to ensure the Laserfiche platform is optimized; and

WHEREAS, the services related to this contract are for support and maintenance of proprietary hardware and/or software which is integrally related to an existing system previously installed in the County, and is an exception to the Local Public Contracts law as per N.J.S.A. 40A:11-5(dd); and

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

WHEREAS, Contractor represents that it has the necessary equipment, 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 contract shall be effective for the period of one (1) year from August 20, 2023 to August 19, 2024.
2. **COMPENSATION.** The Contractor shall be compensated in the total amount of \$30,981.00. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

Contractor shall be paid in accordance with this Contract document within 30 days 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.

3. DUTIES OF CONTRACTOR. Contractor shall provide all aspects of software maintenance and the annual license required for the County's proprietary Laserfiche electronic document management system in accordance with this Contract document, and as per Contractor's Quote # LSAPgloucester05312023 and the terms and conditions therein, which is annexed hereto and made a part of this Contract.

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 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 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 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 personal injury, including death, to employees or recipients of the Contractor'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 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor 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 Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor 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.** 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.

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.

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. **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.

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

18. **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.

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

20. **CONTRACT PARTS.** This Contract consists of this document and the Contractor's Quote #LSAPgloucester05312023. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the 2nd day of August, 2023.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its 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 Burns
LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

Frank J. Dimarco
FRANK J. DIMARCO, DIRECTOR

ATTEST:

W. Egan

STORAGE ENGINE, INC.

By:
Title:

W. Egan
W. Egan
President

One Shellia Drive
 Tinton Falls, NJ 07724
 Tel: 732-747-0985 x247
 FAX: 732-747-6542
 gregg@storageengine.com

CUSTOMER

Contact: County of Gloucester
 Name: David Brice
 Address: 1 North Broad Street
 City, State, Zip: Woodbury, NJ 08098
 Phone: 066-251-0762
 Fax:
 E-Mail: dbrice@co.glocester.nj.us

SHIP TO:

Contact: SAME
 Name:
 Address:
 City, State, Zip:
 Phone:
 Fax:
 E-Mail:

Quote #: LSAPgloucester05312023

Quote Expiration: 30 Days

| QTY | PRODUCT | DESCRIPTION | Unit Cost | | ASAP Total |
|-----|----------------|--|-------------|--|--------------|
| 124 | SEISYS-ENFB | LF Rio Full User LSAP | \$ 140.00 | | \$ 17,960.00 |
| 1 | SEISYS-ERMB | LF Rio Records Management LSAP | \$ 1,736.00 | | \$ 1,736.00 |
| 1 | SEISYS-EPFRMB | LF Rio Forms LSAP | \$ 1,736.00 | | \$ 1,736.00 |
| 1 | SEISYS-EPXFRMB | LF Forms Enterprise Portal Add-On LSAP | \$ 4,800.00 | | \$ 4,800.00 |
| 1 | SEISYS-QC4D | LF Quick Fields Dado LSAP | \$ 600.00 | | \$ 600.00 |
| 1 | SEISYS-QCXB | LF Quick Fields Complete LSAP | \$ 3,000.00 | | \$ 3,000.00 |
| 2 | SEISYS-SC01B | LF ScanConnect LSAP | \$ 33.00 | | \$ 66.00 |
| 1 | SEISYS-SC10B | LF ScanConnect 10PK LSAP | \$ 183.00 | | \$ 183.00 |
| 1 | SEISYS-PLU92B | LF Plus Publishing LSAP | \$ 1,600.00 | | \$ 1,600.00 |
| | | | | | \$ - |

NOTES: LSAP's above are for the period from 0/20/2023 through 8/19/2024

Customer Total \$ 30,981.00

X1

Authorized Signature

SEI CONFIDENTIAL

Purchase Order No.:

DATE:

Prepared by: sales@SEI

Phone: 732-747-6985 x247

Fax: 732-747-6542

E-Mail: gregg@storageengine.com

DELIVERY: 21 Days ARO

F.O.B. Tinton Falls, NJ

Terms: Net 30

Date of Quote:

8/31/2023

Storage Engine, Inc. Standard Terms and Conditions Apply

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

Pg

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| S H I P T O V E N D O R | GLOUC. CO I.T DEPARTMENT 2 SOUTH BROAD STREET WOODBURY, NJ 08096 ATTN: AMY GREGG |
| | VENDOR #: STORAU20 |
| | STORAGE ENGINE INC WORLD HEADQUARTERS ONE SHEILA DRIVE, BLDG 6-A TINTON FALLS, NJ 07724 |

| |
|--|
| PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS |
| THIS NUMBER MUST APPEAR ON ALL INVOICES |
| NO. 23-06246 |

ORDER DATE: 07/21/23
 REQUISITION NO: R3-18074
 DELIVERY DATE:
 STATE CONTRACT: PROPRIETARY
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

| QTY/UNIT | DESCRIPTION | ACCOUNT NO. | UNIT PRICE | TOTAL COST |
|----------|--|--------------------------------------|--------------|------------------|
| 124.00 | SEISYS-ENFB | 3-01-20-140-001-20370 | 140.0000 | 17,360.00 |
| | LF RIO FULL USER LSAP | Equipment Svc Maintenance Agreements | | |
| 1.00 | SEISYS-EFRMB | 3-01-20-140-001-20370 | 1,736.0000 | 1,736.00 |
| | LF RIO RECORDS MANAGEMENT LSAP | Equipment Svc Maintenance Agreements | | |
| 1.00 | SEISYS-EPXFRMB | 3-01-20-140-001-20370 | 1,736.0000 | 1,736.00 |
| | LF RIO FORMS LSAP | Equipment Svc Maintenance Agreements | | |
| 1.00 | SEISYS-EPXFRMB | 3-01-20-140-001-20370 | 4,800.0000 | 4,800.00 |
| | LF FORMS ENTERPRISE PORTAL ADD-ON LSAP | Equipment svc Maintenance Agreements | | |
| 1.00 | SEISYS_QC4B | 3-01-20-140-001-20370 | 500.0000 | 500.00 |
| | LF FORMS QUICK FIELDS BASIC LSAP | Equipment Svc Maintenance Agreements | | |
| 1.00 | SEISYS_QCXB | 3-01-20-140-001-20370 | 3,000.0000 | 3,000.00 |
| | LF QUICK FIELDS COMPLETE LSAP | Equipment Svc Maintenance Agreements | | |
| 2.00 | SEISYS_SC01B | 3-01-20-140-001-20370 | 33.0000 | 66.00 |
| | LF SCANCONNECT LSAP | Equipment Svc Maintenance Agreements | | |
| 1.00 | SEISYS_SC10B | 3-01-20-140-001-20370 | 183.0000 | 183.00 |
| | LF SCANCONNECT 10PK LSAP | Equipment Svc Maintenance Agreements | | |
| 1.00 | SEISYS_PLUS2B | 3-01-20-140-001-20370 | 1,600.0000 | 1,600.00 |
| | LF PLUS PUBLISHING LSAP | Equipment Svc Maintenance Agreements | | |
| | AS PER QUOTE# LSAPGLOUCESTER05312023 | | | |
| | RESOLUTION PASSED 8/2/23 | | | |
| | CONTRACT TERM: 08/20/2023-08/19/2024 | | | |
| | PLEASE GIVE PAPERWORK TO AMY GREGG | | | |
| | | | TOTAL | 30,981.00 |

| | | | | | | | |
|---|--|--|--|---|--|-----------------------------------|--|
| CLAIMANT'S CERTIFICATE & DECLARATION | | RECEIVER'S CERTIFICATION | | APPROVAL TO PURCHASE | | | |
| I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. | | I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. | | DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW | | | |
| X <i>John 8-11-2023</i> VENDOR SIGN HERE <i>John 8-11-2023</i> DATE <i>8-11-2023</i> TAX ID NO. OR SOCIAL SECURITY NO. <i>029-2888911</i> DATE <i>8/11/2023</i> | |  | | TREASURER / CFO | | | |
| MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS | | | | DEPARTMENT HEAD DATE | | QUALIFIED PURCHASING AGENT | |

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT