

9/20/23

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (ESRI, INC.)**

THIS CONTRACT is made effective the 20TH day of September, 2023, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI, INC.)**, with a mailing address of 380 New York Street, Redlands, California 92373, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need for maintenance, updates, software licensing and subscription renewal of geographic information systems mapping software for the Departments of Communications/Emergency Response, Economic Development, Planning, Assessment, Health, and the Prosecutor's Office; 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.** The contract shall be for the period of one year, from October 4, 2023 to October 3, 2024.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$25,959.00 as per Vendor's Renewal Quotation, dated October 6, 2023.

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.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Vendor's Renewal Quotation, dated October 6, 2023, attached hereto as Attachment A and ESRI Maintenance and

Subscription Agreement, attached hereto as Attachment B, which are incorporated in its entirety and made a part of this contract.

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. Except with respect to affectional or sexual orientation and gender identity or expression, 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. **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.

7. **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.

8. **INSURANCE.** Vendor shall maintain general liability and Workers' Compensation insurance in amounts, for the coverages, and with carriers provided in the Agreement. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

Vendor shall maintain and continue in full force and effect an insurance policy for professional liability with limits of liability provided in the Agreement. 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.

9. **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.

10. **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.

11. **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.

12. **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.

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

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

and assigns.

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.

16. **CONTRACT PARTS.** This contract shall consist of this document, Vendor's Renewal Quotation, dated October 6, 2023, and ESRI Maintenance and Subscription Agreement. If there is a conflict between this Contract and Vendor's Renewal Quotation and/or ESRI Maintenance and Subscription Renewal, then this Contract shall control.

THIS CONTRACT is made effective the 20th day of September, 2023.

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 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

COUNTY OF GLOUCESTER



FRANK J. DIMARCO, DIRECTOR

ATTEST:

**ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (ESRI, INC.)**

BY:

TITLE:



Timothy Brazeal
Manager, Commercial & Governmental Contracts

ATTACHMENT A



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 10/06/2023
To: Nick Cressman
Organization: County of Gloucester
Public Works Dept
Fax #: 856-307-6656 **Phone #:** 856-307-6650

From: Pete Bennett
Fax #: 909-307-3083 **Phone #:** + 19093692063 Ext. 2063
Email: pbennett@esri.com

Number of pages transmitted
(including this cover sheet): 6

Quotation #26175242
Document Date: 10/06/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

Date: 10/06/2023

Quotation Number: 26175242

County of Gloucester
Public Works Dept
Planning Div
1200 N Delsea Dr
Clayton NJ 08312-1000
Attn: Nick Cressman
Customer Number: 332737

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Pete Bennett

**Please include the following remittance address
on your Purchase Order:**

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	3,300.00	3,300.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	1,320.00	1,320.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	1,650.00	1,650.00
3010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance	440.00	440.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]
380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

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Date: 10/06/2023

Quotation Number: 26175242

Item	Qty	Material#	Unit Price	Extended Price
		Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060		
4010	1	93094 ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	1,100.00	1,100.00
5010	1	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	330.00	330.00
6010	1	133114 ArcGIS StreetMap Premium Desktop Map Display + Geocoding USA State Concurrent Use Annual Subscription Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	2,443.00	2,443.00
7010	2	153148 ArcGIS Online Creator Annual Subscription Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	538.00	1,076.00
8010	3	154252 ArcGIS Enterprise Creator Annual Subscription Start Date: 10/04/2023 End Date: 10/03/2024	538.00	1,614.00
9010	3	154252 ArcGIS Enterprise Creator Annual Subscription Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	538.00	1,614.00
10010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 10/04/2023 End Date: 10/03/2024	5,500.00	5,500.00

**esri**

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Fax #: 909-307-3083

Quotation

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Date: 10/06/2023

Quotation Number: 26175242

Item	Qty	Material#	Unit Price	Extended Price
11010	7	165531 ArcGIS Online Editor Annual Subscription Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	215.00	1,505.00
12010	1	165533 ArcGIS Online Mobile Worker Annual Subscription Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	377.00	377.00
13010	7	166893 ArcGIS Enterprise Editor Annual Subscription Start Date: 10/04/2023 End Date: 10/03/2024	215.00	1,505.00
14010	1	166894 ArcGIS Enterprise Mobile Worker Annual Subscription Start Date: 10/04/2023 End Date: 10/03/2024	377.00	377.00
15010	1	178625 ArcGIS Business Analyst Web App Standard Online Annual Subscription Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	98.00	98.00
16010	1	180146 ArcGIS Drone2Map Standard for ArcGIS Online Annual Subscription Start Date: 10/04/2023 End Date: 10/03/2024 Subscription ID: 1257966060	1,710.00	1,710.00
			Item Subtotal	25,959.00
			Estimated Tax	0.00
			Total	USD 25,959.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

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Redlands, CA 92373-8118
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Quotation

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Date: 10/06/2023

Quotation Number: 26175242

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at

<http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at

<http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

**esri®**

380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

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Date: 10/06/2023

Quotation No: 26175242

Customer No: 332737

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

ATTACHMENT B

Esri Maintenance and Subscription Agreement



Agreement No. 00329157.0

This Esri Maintenance and Subscription Agreement (formerly Standard Maintenance Agreement) ("Agreement") is between the customer named below ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

During the term of this Agreement, Esri will provide Customer with Esri Customer Benefits for Qualifying Products as described in the Esri Customer Benefits Program and Other Support Programs document located at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/maintenance/standard-maintenance.pdf>. The Esri Customer Benefits provided herein may include some or all the following: standard technical support, new versions, software updates, hot fixes, patches, self-paced e-learning access, Esri User Conference registration, access to ArcGIS Living Atlas Subscriber Content, or access to the latest ArcGIS Solutions. For a current list of Esri Customer Benefits by product, license type, version, subscription, or program, please visit <https://appsforms.esri.com/products/maintenance/qualifying.cfm> ("Qualifying Products"). Maintenance and subscriptions are provided subject to the terms and conditions of Customer's signed Esri license agreement, if any, or the master agreement found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> (as applicable, the "License Agreement"), which is incorporated by reference.

ARTICLE 1—TERM, TERMINATION, AND FEE

The initial term of this Agreement will begin upon Esri's receipt of an order and will continue for one (1) year for the fee(s) noted in the applicable Esri quotation.

Either party may terminate this Agreement by giving the other party thirty (30) days' notice prior to the end of the maintenance term.

Ordering documents must include the following statement: "This order is subject to the terms and conditions of Agreement number <insert Agreement No.>. All other terms and conditions are null and void."

ARTICLE 2—WARRANTY, DISCLAIMER, REMEDY, AND LIMITATION OF LIABILITY

2.1 Warranty and Disclaimer. All technical support provided pursuant to this Agreement shall be performed in a professional and workmanlike manner. Esri will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Esri cannot guarantee that all technical issues can be fixed or resolved.

2.2 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT AND DISCLAIMS THAT MAINTENANCE OR ANY SERVICES PROVIDED HEREUNDER WILL MEET CUSTOMER'S NEEDS; THAT CUSTOMER'S OPERATION WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

2.3 Remedy. If Esri fails to fulfill its obligations under this Agreement, Customer's sole and exclusive remedy is the right to terminate this Agreement immediately for affected Qualifying Products.

ARTICLE 3—APPLICABLE LAWS

This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods. If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement without reference to conflict-of-laws principles, except that US federal law shall govern in matters of intellectual property. If Customer is a nongovernmental entity, US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Esri)

By: TB
Authorized Signature

Printed Name: Timothy Brazeal
Manager, Commercial & Governmental Contracts

Title: _____

Date: NOV. 17, 2023

