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

This Contract is made this 8 day of May, 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 **ALTERNATIVE MICROGRAPHICS, INC.** of 704 Challenger Way, Forked River, New Jersey 08731, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there is a need for microfilm creation for medical examiner records, autopsy, and viewing reports, and Board of Taxation tax lists books; 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 the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for a period of one year, from June 15, 2024 to June 14, 2025.

2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in and subject to all terms and provisions of Vendor's Marketing Proposal, dated April 17, 2024, in an amount not to exceed \$13,000.00.

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.

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 all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in Vendor's Proposal, dated April 17, 2024, which is incorporated in its entirety 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 any specifications, which may have been issued by the County in connection with the work to be performed.

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 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. If the Vendor 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, Vendor 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.

Vendor 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 Vendor 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 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 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.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor 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 Vendor. 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 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, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

7. PROPERTY OF THE COUNTY. All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not

limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. 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.

9. INDEMNIFICATION. The Vendor 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 mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor'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 Vendor's failure to provide for the safety and protection of its employees, or from Vendor'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 Vendor. The Vendor'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.

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

If Vendor is a member of a profession which 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.

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

12. 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 Vendor shall be suspended without liability for the period during which the County is so prevented.

13. METHODS OF WORK. Vendor 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 the County or infringe on the rights of the public.

14. 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 Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. 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.

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. 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.

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

19. CONFLICT OF INTEREST. Vendor 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 Vendor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

20. 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 to the County.

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

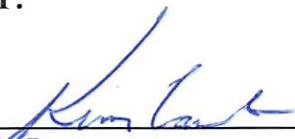
22. CONTRACT PARTS. This Contract consists of this contract and Vendor's Proposal, dated April 17, 2024, attached hereto and made a part of this contract as Attachment A, and any specifications issues by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. If there is a conflict between Vendor's Marketing Proposal, dated April 17, 2024, and the Specifications, the Specifications will control. If there is a conflict between the documents and this contract, then this contract will control.

IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.


THIS CONTRACT is dated this 2 day of May, 2024.

ATTEST:

COUNTY OF GLOUCESTER



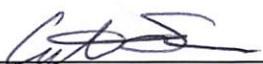
Kimberly Larter,
Qualified Purchasing Agent



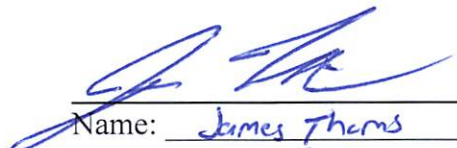
Tracey N. Giordano,
Treasurer/CFO

ATTEST:

ALTERNATIVE MICROGRAPHICS, INC.



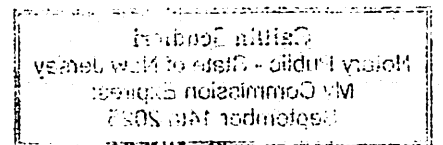
Name: Caitlin Scudieri
Title: _____



Name: James Thomas
Title: V.P.

Caitlin Scudieri
Notary Public - State of New Jersey
My Commission Expires:
September 14th 2025





ATTACHMENT A

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Alternative Micrographics, Inc.
704 Challenger Way
Forked River, NJ 08731
(609) 971-7766
(609) 971-0883 (Fax)
info@alternativemicrographics.net
www.alternativemicrographics.net

Alternative Micrographics, Inc.

Gloucester County

- Microfilm Creation:

-Medical Examiner Records

Autopsy and Viewing Reports

-Board of Taxation

Tax Lists

Prepared for:

Michele Everly
County of Gloucester

Submitted by:

James Thoms
Alternative Micrographics, Inc.

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Project Personnel and Company Information

Location

The Alternative Micrographics, Inc. corporate office and information management facility is located at:

*704 Challenger Way
Lacey Business Park
Forked River, NJ 08731*

The contact will be:

James Thoms, Vice President of Operations
Telephone: 609-971-7766

Our 15,000 square foot building is situated on 2.5 acres of land in Lacey Township. The building was designed specifically as a records management facility by a local architect who coordinated the design with AM, Inc.'s management team.

Lacey Township is in a unique location right on the banks of Barnegat Bay in central New Jersey. Our convenient proximity to cities such as New York, Atlantic City, and Philadelphia make it an ideal community for the relaxed, friendly atmosphere of a small town, still within a short drive to the surrounding cities.

Lenore Thoms, CEO, President

Lenore has over 35 years of experience in the records management industry. She has been the Chief Executive Officer of Alternative Micrographics, Inc. since 1994 and has been employed by the company since its founding in 1984. Lenore has been consulted by municipal and state institutions and manufacturers on techniques to standardize and control document size.

As President and CEO, Lenore's responsibilities include interviewing and hiring managers and reviewing financial activities. She is also responsible for developing and executing both long- and short-term corporate goals.

James Thoms, Vice President of Business Development and Sales

James has over 40 years of experience in the records management industry. He founded the company and has been an officer of Alternative Micrographics, Inc. since 1984.

As Vice President of Business Development, James is responsible for creating new customers and purchasing equipment. He also oversees projects and develops new marketing directions for the company.

April 17, 2024

Page 2

I would like to thank you for the opportunity to partner with the County of Gloucester in their efforts to convert Medical Examiner Records and Tax Lists by means of 16mm microfilming and microfilm duplication.

Project Scope

Alternative Micrographics, Inc. proposes the following strategy for the successful, accurate, and timely completion of the project at hand. The County would like to convert Medical Examiner Records for Salem County, Camden County, and Gloucester County. As well as Tax Lists for the Board of Taxation Records. Records are housed in a storage areas located in Gloucester County.

Microfilming Autopsy Reports

Salem, Camden and Gloucester would like to have Autopsy and Viewing Reports converted to 16mm microfilm. Salem County reports range from 2012-2014 and contain approximately 9,000 images within 3 boxes. Camden County ranges from 2014-2016 and consists of 54,000 images within 18 boxes. Finally Gloucester County ranges from 2014-2015 and contains approximately 21,000 images within 7 boxes. Paper size ranges from letter to legal. Records will be microfilmed in year and file order. HIPAA rules will be followed in addition to NJ State requirements. Each reel will receive a proper label and records will be stored in our secure storage area. Upon completion records will be returned to the County warehouse for shredding.

Microfilming Tax List Books

Gloucester County would like to microfilm tax list books for the years 2021-2022. Each book is bound and will need to be cut. There are approximately 50,000 images. There are 116 books in total. Blank pages will not be microfilmed. Books can be removed easily from bindings. Each reel will hold the maximum number of images and the proper label for each roll will be provided. Once completed, books will be returned to the County warehouse for shredding.

Alternative Micrographics, Inc. will conduct all pick-ups and deliveries. Once at our secure facility, documents will be entered into our project database and stored until the microfilming process begins. Work can be tracked during all processes of archiving.

Pre-microfilm preparation will consist of but is not limited to the removal of fasteners and bindings, as well as mending any torn or damaged documents.

All microfilming will be done in accordance to National/State of New Jersey Standards for the successful conversion of student records as governed by DORES. Specifically NJ State Administrative Code Chapter 15 Title 3. When required, HIPAA guidelines will be adhered to.

All microfilming will be completed from paper.

Once microfilming is complete, rolls of Microfilm are processed in our Fuji Accredited Film Lab and quality controlled to ensure the archival permanence and integrity of documents microfilmed. All work completed is guaranteed and will be in accordance to any applicable standards.

After quality control, original rolls of microfilm will be duplicated onto diazo microfilm, which will be used as a working copy. The original roll should only be used as a disaster recovery copy and stored in a safe location.

Deliverables

Once the project is completed the original rolls, duplicate rolls, and original documents will be delivered back to the County.

Location

All work will be completed at Alternative Micrographics, Inc.'s facility, which is in Forked River, New Jersey.

James M. Thoms, Vice President of Operations

James is the son of the founders of Alternative Micrographics, Inc. He has over 20 years experience in the records management industry. He has worked for the company since 1995.

James graduated from Richard Stockton University of NJ in May 2004 with a Bachelor of Arts degree in Business Administration. He is also a member of CARMA.

James' responsibilities include overseeing the day to day operations and customer relations, as well as developing policies and procedures for all aspects of business.

Caitlin Scudieri, Office Administrator

Caitlin has been with Alternative Micrographics, Inc. since September 2013. She is the assistant to James M. Thoms and oversees front office administration and day to day operations. Caitlin assists with the front office and provide Project Management.

Carol Benardella, Head Supervisor / Quality Control Manager

Carol has nearly 30 years of experience in computer operation and the records management industry. From 1992-1997, Carol was Operations Supervisor of Transamerica Flood Hazard Certifications. From 1991-1992, she was a computer operator at various companies for Unitemp Temporary Services. From 1989-1990, she was a data entry clerk processing orders at Liz Claiborne. From 1988-1989, she worked at Hoffman LaRoche where she microfilmed old documents and reports. From 1982-1988, Carol was the Supervisor of Microfilm at Microfax. She has been employed at Alternative Micrographics, Inc. since 1997.

Kenneth O'Brien, Lead Project Manager and Warehouse Coordinator

Ken has worked for Alternative Micrographics, Inc. for over 10 years. He has a master's degree in Public History and a certificate in Federal Records Management Training from the National Archives and Records Administration. Ken is certified in Records Management from Rutgers University. He is also a member of MARAC and works with them on the Publications and Program Committees.

As Crew Manager, Ken directs all day to day production. He assists in all project management and training.

Other Personnel

Other staff members will be allocated to projects as production and volume require. We currently have a staff of 25 employees, and all are trained in conversion services.

Disaster Recovery and Back-up Precautions

When a potential problem has been discovered the following steps are implemented:

1. Problem Discovered
-Communicate problem accordingly
2. Determine Cause of Problem
-Equipment/Software/Man-made
3. Develop a Solution
-Communicate solution
4. Implement Solution
5. Test Solution, Educate, and Continually Monitor to Ensure Problem Has Been Corrected

The following is a description of the in-place disaster recovery for Alternative Micrographics, Inc. The disaster recovery plan covers all work in Alternative Micrographics, Inc.'s possession. It also encumbers any original rolls of microfilm completed by Alternative Micrographics, Inc. This disaster recovery is at no cost to the County of Gloucester. In the case of water damage or any other recoverable damage to the original records or processed work, the following will apply. Alternative Micrographics, Inc. is a FujiFilm Certified Accredited Lab. In the case of water damage to microfilm, it will be rewashed and dried to correct the damage, and the film will be repackaged, and re-labeled. If the documents are lost in transit, paper prints from microfilm will be provided to replace lost or stolen documents. These services are also available once documents are no longer in possession of Alternative Micrographics, Inc. In the case of water or fire, Alternative Micrographics, Inc. has in place the ability to provide freeze dry recovery.

In the case of electronic media, Alternative Micrographics, Inc. has a file server with mirrored drives as well as a daily tape back-up. All scanned images are stored on our file server for a minimum of 30 days or as long as a customer desires. A copy of the back-up is also stored in a secure offsite location.

If our main facility needs to be closed for any reason, Alternative Micrographics, Inc. can set up an offsite disaster recovery facility. All cameras, scanners, equipment, etc. used by Alternative Micrographics, Inc. have a backup in the case of a faulty piece of machinery. In addition, all employees sign confidentiality agreements and are cross trained to ensure that turn-around times are adhered to.

April 17, 2024

Page 7

Pricing will be as follows: Microfilming and Duplication Services

<u>Salem County-2012-2014 (9,000 images)</u>	
<u>Item</u>	<u>Unit Charge</u>
Pre-Microfilm Prep	
Indexing/Labeling	
Microfilming (16mm)	
Duplication	
Pickup and Return	
UNIT PRICE PER IMAGE	\$0.088/image
TOTAL COST FOR SALEM COUNTY	\$792.00

<u>Camden County-2014-2016 (54,000 images)</u>	
<u>Item</u>	<u>Unit Charge</u>
Pre-Microfilm Prep	
Indexing/Labeling	
Microfilming (16mm)	
Duplication	
Pickup and Return	
UNIT PRICE PER IMAGE	\$0.088/image
TOTAL COST FOR CAMDEN COUNTY	\$4,752.00

April 17, 2024

Page 8

Gloucester County-2014-2015 (21,000 images)

Item	Unit Charge
Pre-Microfilm Prep	
Indexing/Labeling	
Microfilming (16mm)	
Duplication	
Pickup and Return	
UNIT PRICE PER IMAGE	\$0.088/image
TOTAL COST FOR GLOUCESTER COUNTY	\$1848.00

Board of Taxation Tax Lists-2021-2022 (116 books bound) (50,000 images)

Item	Unit Charge
Cut Bindings (116 books)	\$7.55/book \$875.80
Indexing/Labeling	
Microfilming (16mm)	
Duplication	
Pickup and Return	
UNIT PRICE PER IMAGE	\$0.088/image \$4400
TOTAL COST FOR 2021-2022 TAX LISTS	\$5275.80

Final Cost For Conversion:\$ \$12,667.80*

***Due to the recent increased in fuel there is a fee of \$165.00 per pickup or return. Anticipate approx. 1 pickup1 and 1 return.**

Total Cost Including Pick up and Return-\$12,997.80

Again, Alternative Micrographics, Inc. greatly appreciates the opportunity to partner with the County of Gloucester to provide you with the service of microfilming and microfilm scanning. We are confident that our solution will best fit your needs both functionally and financially. If you have questions or require additional information, please feel free to contact me at (609) 971-7766. I look forward to your call.

Sincerely,

Jamie Thoms
Alternative Micrographics, Inc.