

COP

451

**CONTRACT BETWEEN
COUNTY BUSINESS SYSTEMS, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 16 day of May, 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 **COUNTY BUSINESS SYSTEMS, INC.**, (a New Jersey Corporation), with offices at 1574 Reed Road, Pennington, New Jersey 08534, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there is a need for maintenance of the server connections for the Gloucester County Surrogate's Office; 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 this Contract is for the period of one year commencing June 22, 2018 and terminating June 21, 2019.
2. **COMPENSATION.** The County agrees to pay a total contract amount of \$2,757.00, pursuant to Vendor's Invoice Number AR292673, dated March 28, 2018, and identified as Attachment A.

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 Attachment A, 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 Gloucester County Department of Information Technology in connection with the work to be performed.

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 the bid documents and/or in the request for proposals, if any, as the case may be.

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. 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. **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 Vendor 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, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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, 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. 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 insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. 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 that 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. 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. Vendor 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. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that 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 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. **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.

17. **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.

18. **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.

19. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

20. **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.

21. **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 of the County.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract and Attachment A attached hereto and any specifications issued by the County of Gloucester 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 Attachment A and the Specifications, the Specifications will control. If there is a conflict between the documents and this Contract, then this Contract will control.

THIS CONTRACT is dated this 16 day of May, 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 Consultant's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

COUNTY OF GLOUCESTER



ANDREA LOMBARDI,
PRINCIPAL PURCHASING ASST.



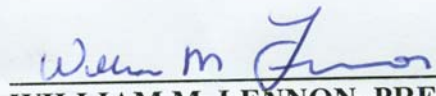
PETER M. MERCANTI,
PURCHASING DIRECTOR

ATTEST:

COUNTY BUSINESS SYSTEMS, INC.



Kathleen M. Tate
Sec. / Treas.



WILLIAM M. LENNON, PRESIDENT

ATTACHMENT A

County Business Systems, Inc.

1574 Reed Road Pennington, NJ 08534
P: 609-935-0180 F: 609-935-0177

CONTRACT INVOICE

Invoice Number: AR292673
Invoice Date: 03/28/2018

Bill To: GLOUCESTER COUNTY SURROGATE
NANCY RICHTER
17 NORTH BROAD STREET
WOODBURY, NJ 08096
USA

Customer: GLOUCESTER COUNTY
SURROGATE
17 NORTH BROAD STREET
WOODBURY, NJ 08096

USA

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
GC00	Net 60	05/27/2018	\$ 2,757.00	\$ 2,757.00	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CBS37033-14	Nancy Richter 856-853-3283	\$ 2,757.00		06/22/2018	06/21/2019
Contract Remarks					

Summary:

Contract base rate charge for the 06/22/2018 to 06/21/2019 billing period

\$2,757.00 *

*Sum of equipment base charges

\$2,757.00

Detail:

Equipment included under this contract

EMC/AX

Number	Serial Number	Base Charge	Location
CBS28498		\$600.00	GLOUCESTER COUNTY SURROGATE 17 NORTH BROAD STREET WOODBURY, NJ 08096

EMC/AX 3 Server Connections

Number	Serial Number	Base Charge	Location
CBS37045	GCAX3	\$1,757.00	GLOUCESTER COUNTY SURROGATE 17 NORTH BROAD STREET WOODBURY, NJ 08096

EMC/AX/WX 5 Server Connections

Number	Serial Number	Base Charge	Location
CBS28840		\$400.00	GLOUCESTER COUNTY SURROGATE 17 NORTH BROAD STREET WOODBURY, NJ 08096

Invoice SubTotal	\$2,757.00
Tax:	\$0.00
Invoice Total	\$2,757.00
Balance Due:	\$2,757.00



COUNTY BUSINESS SYSTEMS MAINTENANCE SERVICE AGREEMENT

Customer Number: **GC01**

Contract Number: CBS27033-14

THIS AGREEMENT is made as of **June 22, 2018**, by and between County Business Systems, having its principal place of business at 1574 Reed Road, Pennington, NJ 08534 ("CBS"), and **Gloucester County Surrogate**, a _____ State (check one) _____ corporation _____ partnership _____ sole proprietorship ☒ government entity, having its principal place of business at **17 North Broad St., Woodbury, NJ 08096** ("Customer").

1. SERVICE

CBS agrees to provide maintenance and repair services for the hardware equipment ("Equipment") and associated software ("Software") listed in the **Schedule of Maintenance Coverage ("Schedule A")** collectively, such Equipment and Software is referred to as the "System", installed at **17 North Broad St., Woodbury, NJ 08096** (the "Premises"), as set forth below.

- a) **Hardware Maintenance Services:** CBS shall, during the contracted period, furnish all parts and service necessary to maintain the System in good working order, or provide such other maintenance coverage specified in Schedule A. CBS shall dispatch service personnel to the Premises to perform necessary repairs, unless CBS is able to perform the repairs from a remote location. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of CBS.
- b) **Software Maintenance & Support Services:** CBS shall, during the contracted period, furnish all service necessary to maintain the Software in good working order, or provide such other maintenance coverage specified in Schedule A. CBS will provide software support via remote access as part of this agreement. Customer agrees to provide internet and remote access to the System at its expense. If Customer elects not to make remote access available, labor (including travel) for on-site software support service calls will be chargeable to Customer in accordance with CBS's local prevailing hourly labor rates as described in Schedule B.
- c) **Training:** User training does not constitute maintenance service and is not covered by this agreement. User training is provided at time of system installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.
- d) **Remote Maintenance:** CBS will provide software support via remote access for maintenance service agreement Customers at no charge. If Customer elects not to make remote access available, labor (including travel) for on-site software support service calls will be chargeable to Customer in accordance with CBS's local prevailing hourly labor rates with a two-hour minimum. Local prevailing hourly labor rates as described in Schedule B.
- e) **Response Time:** When hardware on-site repairs are necessary, CBS shall respond during CBS service hours within 8 hours of CBS's receipt of Customer's service request. For Software repair/support, CBS will respond during CBS service hours within 2 hours of CBS's receipt of Customer's service request. Unless otherwise defined in Schedule A, the service hours for CBS to provide routine maintenance and/or repair service for the System will be between the hours of 8:30 AM and 5 PM prevailing local time, Monday through Friday, excluding days observed by CBS as holidays.
- f) **Non-Covered Service:** CBS will attempt to respond to all requests for service. If service is provided outside CBS's routine service hours weekdays from 8:30 AM to 5:00 PM (excluding Sundays and Holidays), labor for such non-covered service calls will be chargeable to Customer in accordance with CBS's local prevailing hourly labor rates plus 50%. If service is provided on Sundays or Holidays, labor for such non-covered service calls will be chargeable to the Customer in accordance with CBS's local prevailing hourly labor rates plus 100%. However, parts and other material costs will be covered even for after-hours service under this Agreement, unless excluded under Section 5 hereof, "Exclusions."

2. TERM

The term of this Agreement shall be one (1) year, commencing on **June 22, 2018**. Unless one party notifies the other of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the term (or at the end of any one-year extension of the term, which may occur as provided below), the term shall be automatically extended for an additional one (1) year period(s) ("extensions"), upon the same terms and conditions contained herein, except that CBS may adjust its service rates to conform to CBS's prevailing local service rates for the next extension. CBS shall furnish Customer with a written notice of any proposed increase in CBS's service rates for the next extension at least thirty (30) days prior to the anniversary date of the original agreement. Unless Customer exercises its right to terminate as set forth above, the Customer shall be deemed to have agreed to the adjusted service rates for the next extension.

3. SERVICE FEE

- (a) Customer agrees to pay a service fee of **\$2,757.00** in advance for the term of this Agreement. CBS reserves the right to adjust the yearly fee for extensions of this Agreement, as set forth in Section 2 hereof.
- (b) If new or additional equipment is added to the System subsequent to the date of the initial installation of the System, a new service fee will be calculated, to reflect the increased scope of service and maintenance.
- (c) The service fee does not include federal, state, or local taxes which may be applicable, such taxes will be additional billable items, which Customer agrees to pay unless Customer provides CBS with appropriate tax exemption documentation.
- (d) If Customer does not make timely payment to CBS of any amount payable under this Agreement, then in addition to the remedies available to CBS at law or equity or under other provisions of this Agreement, CBS may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Customer, provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

4. LIABILITIES

- (a) CBS EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.
- (b) CBS WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF THE SYSTEM OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER CBS OR ITS SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.
- (c) IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY CBS UNDER THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS (1) TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO CBS, AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING CBS.

5. EXCLUSIONS

- (a) This Agreement will not cover repair work in replacement of expendable items such as glass, toner, toner cartridges, lamps, photo conductor drums, imaging units, or other items identified by the manufacturer as "consumables". This Agreement also will not cover service required when due to: (i) Customer's unauthorized maintenance or repair of the Equipment, (ii) Customer's unauthorized addition, movement, or changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the System (as stated in (b) below), (viii) improper wiring, installation, repair, or alteration of the Equipment by anyone other than CBS or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by CBS, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by CBS at CBS's prevailing local rates for such services and/or materials.
- (b) The Customer is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include, but not limited to, the provision of proper electrical power, air conditioning, and humidity control, or any and other environmental requirements described herein. The presence of asbestos, other hazardous materials or unsafe

conditions ("Hazards") on the Premises shall be deemed an unsuitable environment for the System and CBS shall be entitled to cease performance under this Agreement until such Hazards have been cured to CBS's satisfaction. Furthermore, Customer will indemnify and hold harmless CBS or its subcontractors or agents for harm caused by, or measures taken to deal with, such Hazards.

- (c) The Customer is solely responsible for maintaining backup copies of programs, images, data and database files. Under no circumstances will CBS be liable for any loss of programs, images, data or database files or for the recovery of same.

6. FORCE MAJEURE

If CBS's performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, governmental action, or regulation, or any other similar cause beyond the reasonable control of CBS, CBS shall be excused from such performance until the abatement of such causes(s).

7. ACCESS

Customer agrees to provide full accessibility to the Premises for CBS's employees to perform services and will make available to CBS a reasonable amount of secure space for storage by CBS of such repair or maintenance parts as CBS deems necessary. For software support, Customer agrees to allow for secure, remote access to the System via internet-based tools such as WebEx or PCAnywhere.

8. COVENANT NOT-TO-HIRE

Customer agrees not to hire or attempt to hire employees of CBS during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of CBS. In the event of a breach of this covenant, the aggrieved party (CBS) shall be entitled to recover as liquidated damages and not as a penalty an amount equal to the employee's last year's salary.

9. TERMINATION

- (a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.
- (b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement immediately without notice.
- (c) Cancellation - either party may with or without cause cancel this Agreement with 30 days written notice to the other.
- (d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.

10. ASSIGNMENT

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of CBS. CBS may assign this contract to any parent company, subsidiary, or affiliate of CBS, or in connection with the sale of substantially all of the assets of CBS, without Customer's consent.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New Jersey.

12. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and sent to each party at the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

Customer: Gloucester County Surrogate

Address: 17 North Broad St.

Woodbury, NJ 08096

Facsimile: (856) 853-3311

Telephone: (856) 853-3283

Attention: Nancy Richter

Vendor: County Business Systems

Address: 1574 Reed Road

Pennington, NJ 08534

Facsimile: (609) 935-0177

Telephone: (609) 935-0180

Attention: William M. Lennon

13. NON-WAIVER

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

14. COSTS

Non-prevailing party will pay all of prevailing party's costs and expenses, including reasonable attorney's and collection fees, incurred in enforcing this Agreement should collections or litigation prove necessary.

15. ENTIRE AGREEMENT

This Agreement, when executed by CBS and Customer, and approved by CBS, constitutes the entire agreement between CBS and Customer with regard to Customer's service and maintenance by CBS. Any alterations or modifications to this Agreement must be in writing and must be executed by both an officer of CBS and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

IN WITNESS WHEREOF, Customer and CBS have entered into this Agreement, as indicated by the signatures of their authorized representatives below.

Customer:

County of Gloucester

By:

[Signature]

Print Name:

Peter Mercanti

*Title:

Purchasing Director

Date:

5/9/18

County Business Systems

By:

William M. Lennon

Print Name: William M. Lennon

Title: President

Date:

3/28/18

*If Customer is a corporation, indicate the position or office held by the person signing this Agreement on the title line. If Customer is a partnership, the Agreement must be signed by all partners (or at least a "managing partner") with the word "partnership" on the title line. If the Customer is an individual, insert the phrase "sole proprietor" on the title line.

SCHEDULE OF MAINTENANCE COVERAGE

Schedule A ("System")

AX-3 (ApplicationXtender) Server Connections	=	\$1,757.00
AX-1 (ApplicationXtender) Server Connection	=	\$ 600.00
AX/WX-5 (ApplicationXtender) Web Public Access Server Connections	=	\$ 400.00
Total:		<u>\$2,757.00</u>

Schedule B

Prevailing hourly labor rates are \$195.00

Please note: PC Hardware (e.g. workstations, servers, monitors, SCSI and other interface cards) provided as part of an Imaging System Solution are not maintained by County Business Systems but must be supported by the Original Equipment Manufacturer (OEM). Customer is urged to properly register PC workstations and servers and to keep the OEM Warranty and Support information available.

rev 11.09



March 28, 2018

Gloucester County Surrogate
Attn: Nancy Richter
17 North Broad St.
Woodbury, NJ 08096

Dear Nancy:

RE: Contract CBS37033-14, Expiration Date 6/21/19

EMC (now OpenText) has announced changes to the Renewal Termination Policy that are effective as of July 1, 2015.

Reinstatement Fees will now be applied to maintenance agreements that have lapsed past the expiration date. A 10% reinstatement fee will be applied to the renewal if payment for the renewal isn't received by the start date of the renewal. Per EMC's communication regarding this change: **THERE WILL BE NO EXCEPTIONS TO THIS NEW RULE and THIS REINSTATEMENT FEE WILL BE NON-NEGOTIABLE.**

Please be advised that County Business Systems will now require that all customers with OT products remit payment for the maintenance agreement renewal before the start date of the maintenance agreement renewal. If payment for the maintenance agreement is not received before the start date of the maintenance agreement renewal, a new renewal invoice will be issued with the 10% reinstatement fee.

For Example: If your Maintenance Agreement Renewal Dates are: 10/01/15-9/30/16, County Business Systems must receive payment for your maintenance agreement renewal invoice by 09/30/15.

OT Products include but are not limited to: ApplicationXtender, DiskXtender and Captiva products.

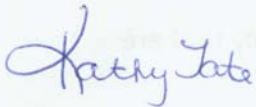
As mentioned previously, this is an OT Policy. County Business Systems and its OT customers must now adhere to this policy so as not to incur a reinstatement fee.

Please be advised that County Business Systems cannot renew maintenance with OT based on the acceptance of a purchase order. It is payment that must be received before the start date of the renewal to prevent the 10% Reinstatement Fee from being charged and to renew maintenance with the publisher.

Please contact me with any questions regarding this matter. If you would like to know your payment history for your maintenance agreements or are concerned that County Business Systems will not receive your payment before the start date of the renewal please contact Kathy Tate at 609-935-0180 or ktate@cbs-nj.com.

Thank you for your continued business.

Very Best Regards,



Kathy Tate
Controller, County Business Systems

Cc: Purchasing Department
Accounts Payable Department