

3/16/22

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
STRYKER SALES CORPORATION**

THIS CONTRACT is made effective the 16TH day of March, 2022, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **STRYKER SALES CORPORATION**, with a mailing address of 3800 E. Centre Avenue, Portage, Michigan 49002-5826, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need to contract for annual preventative maintenance and inspections with battery coverage on ProCare LifePak 1000 AEDs; 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 two years, from March 16, 2022 to March 15, 2024.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$42,400.00, as per Vendor's Quotation, dated February 22, 2022. The total contract amount is payable over the two (2) year period. The County Treasurer has certified the availability of funds in the amount of \$21,200.00, pursuant to C.A.F. No. 22-01824, which amount shall be charged

against budget line item 2-01-25-250-002-20370. The balance of \$21,200.00 will be encumbered upon adoption of the 2022 Gloucester County Budget.

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 claims against the County arising out of, or by reason, 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 Quotation, dated February 22, 2022, attached hereto as 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 County of Gloucester 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. 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.

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. **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.

8. **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 reasonable 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 defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, 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.

9. **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.

10. 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.

11. 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.

12. 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.

13. NON-WAIVER. The failure by the County to enforce any particular provision of this contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

15. CHANGES. This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

16. NOTICES. Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such

notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor 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 the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

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 of the County.

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and Vendor's Quotation, dated February 22, 2022. If there is a conflict between this Contract and the specification or the Vendor's Quotation, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the 16 day of March, 2022.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor 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:

STRYKER SALES CORPORATION



By:
Title: Account Manager

ATTACHMENT A



Gloucester County EMS LP1000 Procure

Quote Number: 10494672

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: GLOUCESTER COUNTY EMS

Rep: Dennis Ellard

Attn:

Email: dennis.ellard@stryker.com

Phone Number:

Quote Date: 02/22/2022

Expiration Date: 05/23/2022

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	GLOUCESTER COUNTY EMS	Name:	GLOUCESTER COUNTY EMS	Name:	GLOUCESTER COUNTY EMS
Account #:	1185303	Account #:	1185303	Account #:	1185303
Address:	1200 N DELSEA DR	Address:	1200 N DELSEA DR	Address:	1200 N DELSEA DR
	CLAYTON		CLAYTON		CLAYTON
	New Jersey 08312-1000		New Jersey 08312-1000		New Jersey 08312-1000

ProCare Products:

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
1.0	78000029	ProCare LIFEPAK 1000 Preventive Maintenance: Annual On-site preventive maintenance inspection with battery coverage	50	03/16/2022	03/15/2024	\$848.00	\$42,400.00
ProCare Total:							\$42,400.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$42,400.00

Comments:

Serial numbers listed below
2 year plan with annual payments of
\$21,200.00

Prices: In effect for 90 days

Terms: Net 30 Days



Gloucester County EMS LP1000 Procure

Quote Number: 10494672

Version: 1

Prepared For: GLOUCESTER COUNTY EMS

Attn:

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Dennis Ellard

Email: dennis.ellard@stryker.com

Phone Number:

Quote Date: 02/22/2022

Expiration Date: 05/23/2022

Contact your local Sales Representative for more information about our flexible payment options.

AUTHORIZED CUSTOMER SIGNATURE

Ambulance	AED Serial Number	AED Model
1	47392234	Life Pack 1000
2	47392204	Life Pack 1000
3	48417518	Life Pack 1000
4	46232614	Life Pack 1000
5	48417522	Life Pack 1000
6	46232601	Life Pack 1000
7	48417520	Life Pack 1000
8	48417517	Life Pack 1000
9	47397083	Life Pack 1000
10	48417523	Life Pack 1000
11	46232623	Life Pack 1000
12	43543943	Life Pack 1000
13	48417521	Life Pack 1000
14	46232617	Life Pack 1000
15	48417519	Life Pack 1000
16	48417506	Life Pack 1000
17	47392226	Life Pack 1000
18	48417515	Life Pack 1000
19	47392205	Life Pack 1000
21	47392196	Life Pack 1000
22	46232610	Life Pack 1000
23	46232613	Life Pack 1000
28	46004825	Life Pack 1000
31	44239770	Life Pack 1000
32	46232622	Life Pack 1000
33	46232611	Life Pack 1000
34	48417516	Life Pack 1000
35	46232615	Life Pack 1000
37	46232620	Life Pack 1000
38	47392236	Life Pack 1000
39	473922187	Life Pack 1000
40	49125271	Life Pack 1000
41	48683063	Life Pack 1000
42	46232618	Life Pack 1000
43	49125178	Life Pack 1000
QRV-1	48417505	Life Pack 1000
QRV-2	48428859	Life Pack 1000
QRV-3	47392214	Life Pack 1000
8202	41382473	Life Pack 1000
8500	49135778	Life Pack 1000
8600	47392231	Life Pack 1000
Spare	49125205	Life Pack 1000
Spare	49125272	Life Pack 1000
Spare	49125177	Life Pack 1000
Spare	49125204	Life Pack 1000
Spare	47392801	Life Pack 1000

Ambulance	AED Serial Number	AED Model
1	47392234	Life Pack 1000
2	47392204	Life Pack 1000
3	48417518	Life Pack 1000
4	46232614	Life Pack 1000
5	48417522	Life Pack 1000
6	46232601	Life Pack 1000
7	48417520	Life Pack 1000
8	48417517	Life Pack 1000
9	47397083	Life Pack 1000
10	48417523	Life Pack 1000
11	46232623	Life Pack 1000
12	43543943	Life Pack 1000
13	48417521	Life Pack 1000
14	46232617	Life Pack 1000
15	48417519	Life Pack 1000
16	48417506	Life Pack 1000
17	47392226	Life Pack 1000
18	48417515	Life Pack 1000
19	47392205	Life Pack 1000
21	47392196	Life Pack 1000
22	46232610	Life Pack 1000
23	46232613	Life Pack 1000
28	46004825	Life Pack 1000
31	44239770	Life Pack 1000
32	46232622	Life Pack 1000
33	46232611	Life Pack 1000
34	48417516	Life Pack 1000
35	46232615	Life Pack 1000
37	46232620	Life Pack 1000
38	47392236	Life Pack 1000
39	473922187	Life Pack 1000
40	49125271	Life Pack 1000
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8600	47392231	Life Pack 1000
Spare	49125205	Life Pack 1000
Spare	49125272	Life Pack 1000
Spare	49125177	Life Pack 1000
Spare	49125204	Life Pack 1000
Spare	47392801	Life Pack 1000

Spare	49125206	Life Pack 1000
Spare	49125176	Life Pack 1000
Spare	49125268	Life Pack 1000
Spare	41382474	Life Pack 1000