

COB

SC2022-960

CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
IDENTISYS, INC.

THIS CONTRACT is made effective the 1st day of May, 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 IDENTISYS, INC., with offices at 7630 Commerce Way, Eden Prairie, MN 55344, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County seeks to contract for on-site maintenance services including parts, labor, travel and scheduled preventive maintenance calls, for one (1) IDP Smart 50L Printer, Serial No. SLIA000000F40246; and

WHEREAS, the Contractor represents that it is qualified to provide said goods and 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 Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one (1) year, commencing May 1, 2022 and concluding April 30, 2023.
2. **COMPENSATION.** Contractor shall be compensated in the total amount of \$802.00 as set forth in Contractor's Invoice No. 566897, which is attached hereto as Attachment A and made a part of this Contract.

Contractor 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 Contractor 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 CONTRACTOR. The specific duties of the Contractor shall be as set forth in this Contract for on-site maintenance services including parts, labor, travel and scheduled preventive maintenance calls, for one (1) IDP Smart 50L Printer, Serial No. SLIA000000F40246, as per Contractor's Invoice No. 566897 (Attachment A), which is incorporated and made part of this Contract.

4. FURTHER OBLIGATIONS OF THE CONTRACTOR. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

f. The Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

- a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.
- b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.
- d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.
- e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.
- f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. PROPERTY OF THE COUNTY. All materials developed, prepared, completed, or acquired by Contractor 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 Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

12. METHODS OF WORK. Contractor 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. NONWAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, 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 CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

19. **CONFLICT OF INTEREST.** Contractor declares 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 or sale of goods 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.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

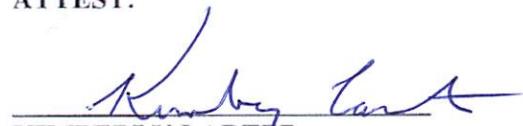
22. **CONTRACT PARTS.** This Contract consists of this document and Contractor's Invoice No. 566897 annexed hereto as Attachment A. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is made effective the 1st day of **May, 2022**.

IN WITNESS WHEREOF, signatory authority is established:

- (i) for the County pursuant to N.J.S.A. 40A:11-3(a), with the requisite Resolution adopted by the Gloucester County Board of Chosen Freeholders on January 23, 2019 authorizing the Chief Financial Officer to execute and the Qualified Purchasing Agent attest to this instrument; and
- (ii) for the Contractor by having caused this instrument to be signed and witnessed by authorized representatives.

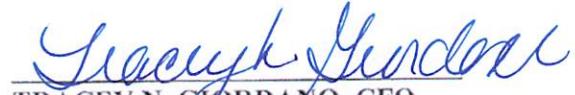
ATTEST:



KIMBERLY LARTER,

QUALIFIED PURCHASING AGENT

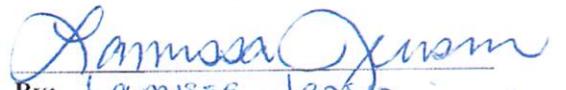
COUNTY OF GLOUCESTER



TRACEY N. JORDANO, CFO

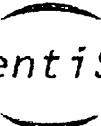
ATTEST:

IDENTISYS, INC.



By: Lamissa Jensen
Title: Contract Administrator

ATTACHMENT A



Identisys

CONTRACT INVOICE

Identisys Inc.
 7630 Commerce Way, Eden Prairie, MN 55344
 Remit to: P.O. Box 1086, Minnetonka, MN 55345-0086
 P:952.294.1200 Toll-free:888.437.9783 F:952.975.0660
 Fed ID#: 41-1938567 D&B#: 044080468

Invoice Number: 566897
Invoice Date: 4/18/2022
Account Number: ACSE-1070
Balance Due: \$802.00

Bill To: County of Gloucester
 Amy Gregg / Purchasing Department
 Sheriff's Department
 PO Box 337
 Woodbury, NJ 08096

Customer: County of Gloucester
 PO Box 337
 Woodbury, NJ 08096

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
ACSE-1070	Due upon receipt	4/18/2022	\$ 802.00	\$ 802.00

Invoice Remarks

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
EG-IMA17831-06	Amy Gregg 856-853-3374	\$ 802.00		5/1/2022	4/30/2023

Contract Remarks

DEAR VALUED CUSTOMER:

THIS IS AN INVOICE FOR THE NEXT TERM ON YOUR SERVICE CONTRACT FOR THE BELOW EQUIPMENT. IDENTISYS LOOKS FORWARD TO PROVIDING YOU WITH CONTINUED GREAT SERVICE, AND IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT ME.

LAMISSA JENSEN, CONTRACT ADMINISTRATOR, P: 952-294-1206, F: 952-975-0660, EMAIL: CONTRACTS@IDENTISYS.COM AND LAMISSA_JENSEN@IDENTISYS.COM

ON-SITE SERVICE CONTRACT INCLUDES PARTS, LABOR AND TRAVEL WHEN YOUR EQUIPMENT NEEDS REPAIR, ALONG WITH SCHEDULED PREVENTIVE MAINTENANCE CALLS. (EXCLUDING CONSUMABLES & PRINTHEADS)

PLEASE NOTE IDENTISYS EVERGREEN TERMS AND CONDITIONS ATTACHED - AMENDED WITH ADDENDUM

Summary:

Contract base rate charge for the 5/1/2022 to 4/30/2023 billing period	\$802.00 *
*Sum of equipment base charges	\$802.00

Detail:

Equipment included under this contract

IDP - Smart 50/Smart 50L

Number	Serial Number	Base Charge	Location
E127742	SLJA000000F40246	\$802.00	County of Gloucester 2 South Broad St Woodbury, NJ 08096

Pay Your Bill Online: www.identisys.com/contact-us/bill-pay

To review the current version of the Identisys Terms of Use and Sale or Identisys Service Contract Terms and Conditions, visit: www.identisys.com/terms-of-use-and-sale

Invoice SubTotal	\$802.00
Tax:	\$0.00
Invoice Total	\$802.00
Balance due before start date:	\$802.00
Balance due after start date:	\$827.00

IDENTISYS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. **Term.** The Agreement shall be signed by the Customer and will commence on the start date stated on the Agreement, and shall continue for an initial one-year term. This agreement will automatically renew for an additional one-year term on the anniversary date and each subsequent anniversary date unless Customer provides written notice of intent to not renew to IdentiSys at least 60 days prior to the expiration date of the then current contract term.
2. **Description of Covered Services.** During the term of this Agreement, IdentiSys agrees to provide the preventative and remedial maintenance services recommended by the manufacturer. IdentiSys technicians will perform maintenance services, at the scheduled frequency, sufficient to keep equipment in good operating condition. Maintenance services include necessary replacement of standard parts, and labor necessary to replace such parts, to make technical adjustments, and to clean and lubricate the equipment at the scheduled frequency.
3. **Coverage Hours.** Unless otherwise noted on the front side of this form, service will be provided Monday through Friday, 8:00am to 5:00pm local time, excluding holidays observed by IdentiSys. Including but not limited to: (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving & Thanksgiving Friday, Christmas Eve Day, and Christmas Day).
4. **Description of Uncovered Services.** This Agreement and the fees for maintenance do not cover labor, parts, and expenses necessary to: (a) repair damage caused by Customer's negligence; (b) reconfigure or relocate the equipment; (c) set up or provide training for personalized formats; (d) repair problems which arise from the use by Customer of non-IdentiSys approved parts, attachments, devices or supplies — use of third party supplies and supplies/cards not approved by IdentiSys, may result in the termination of this agreement; (e) repair damage caused by customer facility/system; (f) recover lost data due to the absence of an accurate back-up; (g) receive applicable upgrades; (h) replace printheads; (i) any fees that pertain to Vaccination, Registration or Testing requirements; (k) if testing is required prior to entry for onsite service a \$140 flat rate fee would be billed separately and payment would be required before service is dispatched.
5. **Pricing.** Prices for the maintenance services are set forth on the front side of this Agreement. Prices may include additional charges for Customer sites that are located more than fifty- (50) miles from an IdentiSys service point.
6. **Overtime Charges and Travel.** All overtime charges and travel expenses of IdentiSys personnel not included in the contracted maintenance services will be charged to the Customer at the rates in IdentiSys' maintenance price list in effect at the time of occurrence. Any maintenance service started during the contracted coverage hours and completed within one-half hour after such period shall not be treated as overtime. Service requested outside of the contracted coverage period shall be treated as overtime. A minimum one-hour charge shall apply to overtime services.
7. **Payment.** Customer shall pay all invoices within thirty (30) days of the date of invoice. Any past due invoice(s) to IdentiSys may, at the sole discretion of IdentiSys, cause your account to be put on hold. If your account is on hold, services under this Maintenance Agreement will not be performed until all past due amounts are cleared or arrangements made to the satisfaction of IdentiSys. Interest shall accrue on all overdue amounts at the rate of twelve percent (12%) per year, or the maximum amount permitted under local law, whichever is less. Unless tax exempt, Customer shall pay all municipal, state or federal taxes levied or based on charges payable under this Agreement, excluding income taxes payable by IdentiSys. In the event that Customer does not make timely payment of amounts due hereunder, IdentiSys may terminate this Agreement upon ten (10) days advance written notice and IdentiSys shall be entitled to recover its expenses (including reasonable attorneys' fees) incurred in conjunction with any collection action.
8. **Access.** Customer shall permit IdentiSys free access to the equipment to be serviced hereunder and shall provide to IdentiSys adequate storage space, working space and all necessary utilities.
9. **Parts/Component Replacement.** IdentiSys reserves the right at its option to replace or repair any part or component which fails to perform its function under normal use. IdentiSys further reserves the right to use, at its option, new, rebuilt, comparable or reconditioned parts/components or improved parts/components which are capable of performing functions similar to those of the replaced parts/components.
10. **Parts/Components Availability.** In the event that parts or components required to repair or maintain covered product are no longer available, IdentiSys may terminate coverage for all or part of the specified product and will issue the Customer a prorated credit for the unused portion of the term charge.
11. **Warranty.** IdentiSys warrants that all services provided hereunder shall be performed in a neat, workmanlike manner and shall comply with industry standards and practices. In the event that any IdentiSys services do not meet these warranty specifications, IdentiSys shall correct such defective services at its expense. EXCEPT AS SET FORTH HEREIN, IDENTISYS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Limitation of Liability.** IN NO EVENT SHALL IDENTISYS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL IDENTISYS' TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE SUM OF ALL AMOUNTS PAID BY CUSTOMER TO IDENTISYS UNDER THIS AGREEMENT UP TO THE TIME THE CAUSE OF ACTION AROSE.
13. **Force Majeure.** Neither party shall be liable to the other hereunder for failure to perform if such failure is due to acts of God, strikes, labor disputes, failure of suppliers, wars, or judicial action affecting the terms of performance of this Agreement.
14. **General Provision.** This Agreement represents the complete agreement between the parties with respect to the subject matter hereof and supersedes any contemporaneous or prior written or oral understandings or agreements with respect hereto. This Agreement may not be altered or modified except by a writing signed by both parties. The terms and conditions of this Agreement shall prevail in the event of any conflicts with terms and conditions contained on a Customer purchase order. The Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
15. **Batch Repair Addendum.** When the Covered Equipment includes equipment priced for batch repair, the following terms and conditions are made part of this Service Agreement. IdentiSys shall provide on call remedial maintenance for listed equipment. Herein at least four pieces of equipment must be in need of remedial maintenance before a service request is placed. The average response time to said request is within 24 hours. It is recommended that the customer have adequate spares on hand, while waiting for the defective units to be repaired.
16. **Conversion.** If the customer purchases new equipment, from IdentiSys the customer may choose to be refunded, in cash, the remaining portion of the current premium or apply it towards the warranty on a new piece of equipment.
17. **Cancellation Clause.** This contract may be cancelled at any time with 30 days notice. Penalties will apply; the amount of the penalty will be two-months premiums based on pricing for the current service agreement.