

CITY COUNCIL

The City of Orange Township, New Jersey

DATE February 6, 2024

NUMBER 78-2024

TITLE:

A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STORAGE ENGINE, INC., ONE SHEILA DRIVE BUILDING 6-A, TINTON FALLS, NJ 07724-2658 TO PURCHASE SOFTWARE LICENSE, PRODUCT MAINTENANCE AND THE CONTINUATION OF DIGITIZED SCANNING SERVICES OF FILES ARCHIVED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ORANGE TOWNSHIP IN AN AMOUNT NOT TO EXCEED \$35,000.00 FROM JANUARY 1, 2024 TO DECEMBER 31, 2024 UNDER THE DELL STATE CONTRACT NJ 20-TELE-01510 (T3121) TIER 3.

WHEREAS, pursuant to N.J.S.A. 40A:11-12, any contracting unit may purchase any materials, supplies or equipment under any contract or contracts for such materials, supplies or equipment entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury without advertising for bids; and

WHEREAS, a determination has been made that there is a need to digitally preserve City of Orange Township records in the Clerk's Office to avoid water damage to records; and

WHEREAS, storage, access and preservation is a major concern for the City and it has been determined that there is a need to digitize the documents larger than 40" in size; and

WHEREAS, the City of Orange Township wishes to enter into a contract with Storage Engine, Inc. Solutions, One Sheila Drive, Building 6-A, Tinton Falls, N.J. 07724-2658, for digitized scanning services of files for the Office of the City Clerk in an amount not to exceed \$35,000.00; and

WHEREAS, Storage Engine, Laserfiche and associated support services will be purchased through the Dell State Contract (#NJ 20-TELE-01510 (T3121) Tier 3) through its representative Storage Engine at a cost not to exceed \$35,000 for purchase of software license, maintenance and the continuation of digitized scanning services of files archived in the Office of the City Clerk for the period of January 1, 2024 to December 31, 2024; and

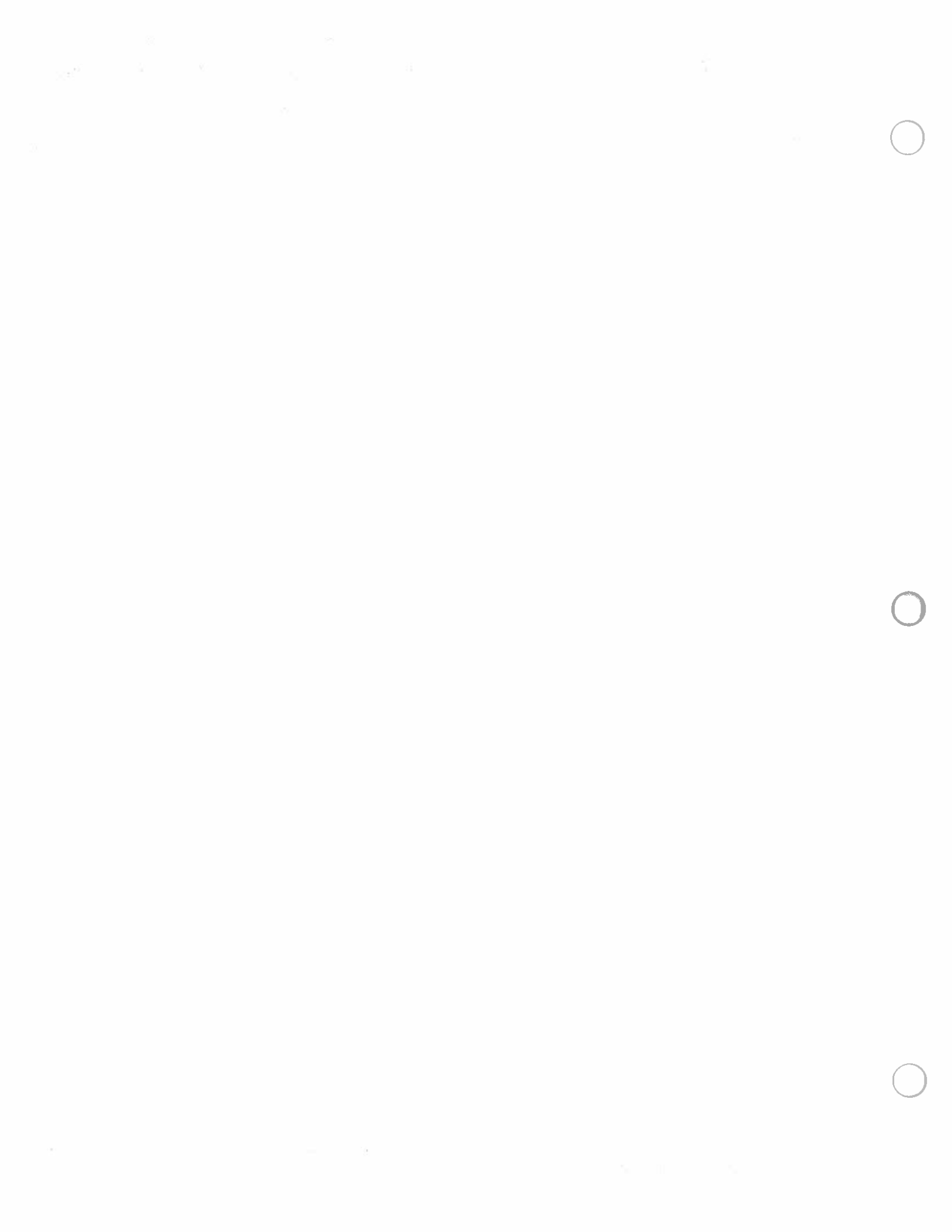
WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds will be available for this purpose in Account 4-01-20-120-000-528 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract Storage Engine, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, NEW JERSEY, THAT:

1. The Mayor is hereby authorized to execute a contract with Storage Engine, Inc., One Sheila Drive, Building 6-A, Tinton Falls, NJ 07724-2658, to provide digitized scanning services of files for the Office of the City Clerk of the City of Orange Township in an amount not to exceed \$35,000.00.



MAYOR



2. Notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement as required within of 10 days of its passage.

BE IT FURTHER RESOLVED THAT THE MAYOR OF THE CITY OF ORANGE TOWNSHIP is hereby authorized to execute a contract with Storage Engine, Inc., One Sheila Drive, Building 6-A, Tinton Falls, N.J. 07724-2658 for the requested services.

Adopted: February 6, 2024

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2024 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Storage Engine Inc.
Address: One Sheila Drive

City: Tinton Falls
State: New Jersey
Zip Code: 07724

Purpose: Digitized scanning of files and software
Vendor ID: STORA010

Temporary Budget: \$ 8,750.00
Fund: Current Fund
Line Description CLK - Clerk - Contractual Services
Account Numbers(s): CY'24 4-01-20-120-000-528

The remainder of: \$ 26,250.00
will be provided in
Fund: Current Fund
Line Description CLK - Clerk - Contractual Services
Account Numbers(s): CY'24 4-01-20-120-000-528

Purchase Order # : 24-00277

Amount not to exceed: \$ 35,000.00

Division Head

Date

Nile Clements

1/25/2024

Chief Financial Officer

Date

STORAGE ENGINE, INC.



PROPOSAL

for the

City of Orange Township



Scanning Services for Clerk's Office

**WRITTEN BY: Tim Berbrick
January 25, 2024**

EXECUTIVE SUMMARY

The City of Orange Township is seeking to have additional files within the Clerk's Office scanned so that they are accessible within the Laserfiche Electronic Content Management System (ECMS). This proposal addresses the scanning and document preparation needs of the Township and the methods that SEI will utilize to accomplish the project. As part of our proposal, you will find Pricing Assumptions and a services and software quote that can be purchased under the Dell State Contract.

SEI will be responsible for picking up the documents at the Clerk's office and transporting them to our Tinton Falls facility. The documents will be returned upon completion of the scanning and indexing. The SEI project staff will be responsible for document preparation during scanning, e.g., unfolding pages, making copies and taping torn pages if necessary, and applying graphite on stamped pages. SEI will scan and e-mail back account documents should they be needed while in our possession. Output of the scanned documents will be as a Group 4 TIFF, which is a standard mandated by NJ DORES.

The system will be implemented to adhere with NJ DORES Imaging guidelines. Storage Engine has assisted numerous New Jersey governmental agencies like Orange achieve their Imaging Registration. In addition, our scanning procedures have been reviewed on-site previously by NJ DORES.

SEI welcomes the opportunity to provide additional document management services for Orange. Based on our background with similar type projects, SEI is confident that we can complete this project expeditiously and to the satisfaction of the City of Orange Township.

PRICING ASSUMPTIONS

- The purpose of this proposal is to provide document scanning services for the Clerk's Office.
- SEI will be responsible for document pick-up, prepping, scanning, indexing, and loading the files into the Laserfiche system.
- SEI will return the documents once the scanning is completed.
- Documents are primarily large sized drawings for the Planning and Zoning Departments.
- Document prep will consist of staple, paper clip removal, unfolding pages, and taping if needed.
- The large sized pages will be scanned at 300 DPI (NJ DORES requirements) bi-tonal images with output as a single-page TIFF.
- Page sizes are primarily up to 40" in size.
- SEI will pick up the documents at the Clerk's office.
- Documents needed while in our possession will be scanned upon request and e-mailed back to the requestor within one (1) business day.
- Storage Engine's scanning processes will adhere to NJ DORES Imaging requirements.



One Sheila Drive, Tinton Falls, NJ 07724
 Tel: 866-734-8899
 FAX: 732-747-6542
 sales@storageengine.com
 www.StorageEngine.com

Quote #: ORANGETWP-20240125-SEISYS-SCAN-2

Contract #

Quote Expiration:

2/24/2024

CONTACT: Joyce Lanier	Phone: 973.266.4027
Company: City of Orange Township	Fax:
Address: 29 North Day St.	Email: jlanier@orangenj.gov
City, State, Zip: Orange, NJ 07050	

STORAGE ENGINE CONFIDENTIAL

SHIP TO: same	Phone:
Company:	Fax:
Address:	Email:
City, State, Zip:	

Qty	Contract Number	Description	Price	EXT. price	Months	Price
<i>SEISYS Laserfiche</i>						
1	ASG-SERV1	ASG Services - Laserfiche Upload	\$ 1,020.00	\$1,020.00	NA	\$1,020.00
1	ASG-SERV2	Not to exceed amount of scanning services for the Clerk's, Planning and Zoning Departments. Pricing includes doc prep, scanning, indexing, OCR of small documents, pick-up, return of docs once scanning is completed, and loading of the documents on the Laserfiche server. The cost per large document is \$3.00 per page. The cost of small documents is \$.30 per page.	\$ 31,287.00	\$31,287.00	NA	\$31,287.00
1	ASG-SERV3	Laserfiche (4) LSAP through Storage Engine: 8/4/24-8/3/25	\$ 1,353.00	\$1,353.00	NA	\$1,353.00
1	SEISYS-MNF16	Laserfiche Named User incl. Audit Trail & LSAP	\$ 840.00	\$840.00	NA	\$840.00
1	ASG-PICKUP/OFF	Pickup & Return fees	\$ 500.00	\$ 500.00	NA	\$500.00
			Solution Subtotal:	\$0.00	Total Disc	\$35,000.00
			Solution & Services Total:	\$0.00	Total Disc	\$35,000.00
					Shipping	\$0.00
https://thestic.com/RateC.stm					Tax	\$0.00
					Grand Total:	\$35,000.00

SEISYS Document Imaging work for City of Orange, NJ. This for the Clerk, Planning and Zoning Departments. Index fields are 1) Block, 2) Lot, 3) Address - Street number and name (19 character average - ALL CAPS). Limited OPRA requests. No destruction included in quote.

X:

SIGNATURE

DATE

PO #

DELIVERY: 30 Days ARO

F.O.B. Tinton Falls, NJ

Terms: Net 30

Date of Quote: 1/25/2024

SEI CONFIDENTIAL

Prepared by: Sales Support

Phone: 732-747-6995

Fax: 732-747-6542

E-Mail: gregg.azcuy@StorageEngine.com

Storage Engine, Inc. Standard Terms and Conditions Apply

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Storage Engine, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. One Sheila Drive	Requester's name and address (optional) City of Orange Township 29 North Day Street Orange, NJ 07050
6 City, state, and ZIP code Tinton Falls, NJ 07724	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																	
Social security number	<table border="1" style="width: 100%; text-align: center;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																
OR																	
Employer identification number	<table border="1" style="width: 100%; text-align: center;"> <tr><td>2</td><td>2</td><td>-</td><td>2</td><td>2</td><td>8</td><td>8</td><td>9</td><td>1</td><td>1</td></tr> </table>	2	2	-	2	2	8	8	9	1	1						
2	2	-	2	2	8	8	9	1	1								
<small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<small>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small>	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1-25-2024</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	STORAGE ENGINE, INC.
Trade Name:	
Address:	ONE SHEILA DR, BLDG 6-A TINTON FALLS, NJ 07724-2658
Certificate Number:	0069035
Effective Date:	February 21, 1980
Date of Issuance:	September 14, 2021

For Office Use Only:

20210914112307845

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

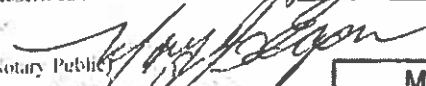
Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

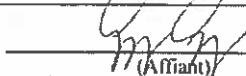
Stockholders:

Name: Gregg Azcuy Home Address: 1 Sycamore Lane, Rumson, NJ 07760	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 25 day of January, 2024


(Notary Public)

My Commission expires: _____


(Affiant)

Gregg Azcuy President
(Print name & title of affiant)

(Corporate Seal)

MARY JO E EGAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 11/1/2028
COMMISSION: #2440215

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF SUMMIT – 2023 (Rev 9/6/23)

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *(name of business entity)* _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one year period preceding *(date of scheduled award)* **DO NOT COMPLETE: TO BE COMPLETED BY CITY** _____, 2023, to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

	• Committee to Elect (CTE) Lisa Allen
	• Fox for Council
	• Delia Hamlet Summit First
	• Minegar for Council
	• Committee to Re-Elect Vartan for Council

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:


- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Company
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Gregg Arcoy	1 Sycamore Lane, Roseton, NJ 07760

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Storage Engine, Inc.

Signed: 

Title: President

Print Name: Gregg Arcoy

Date: 1-25-2024



One Sheila Drive, Tinton Falls, NJ 07724
 Tel: 866-734-8899
 FAX: 732-747-6542
 sales@storageengine.com
 www.StorageEngine.com

Quote #:

ORANGEMP-20240125-SEISYS-SCAN-2

Contract #

Quote Expiration:

2/24/2024

CONTACT:
 Joyce Lanier
 Company:
 Address:
 City, State, Zip:

City of Orange Township
 29 North Day St.
 Orange, NJ 07050

Phone:
 Fax:
 Email:

973.266.4027
 ilanier@orangenj.gov

STORAGE ENGINE CONFIDENTIAL

SHIP TO:
 Company:
 Address:
 City, State, Zip:

same

Phone:
 Fax:
 Email:

Qty	Contract Number	Description	Price	EXT. price	Months	Price
SEISYS Laserfiche						
1	ASG-SERV1	ASG Services - Laserfiche Upload	\$ 1,020.00	\$1,020.00	NA	\$1,020.00
1	ASG-SERV2	Not to exceed amount of scanning services for the Clerk's, Planning and Zoning Departments . Pricing includes doc prep, scanning, indexing, OCR of small documents, pick-up, return of docs once scanning is completed, and loading of the documents on the Laserfiche server. The cost per large document is \$3.00 per page. The cost of small documents is \$.30 per page.	\$ 31,287.00	\$31,287.00	NA	\$31,287.00
1	ASG-SERV3	Laserfiche (4) LSAP through Storage Engine: 8/4/24-8/3/25	\$ 1,353.00	\$1,353.00	NA	\$1,353.00

1	SEISYS-MNF16	Laserfiche Named User incl. Audit Trail & LSAP	\$ 840.00	\$840.00	NA	\$840.00
1	ASG-PICKUP/OFF	Pickup & Return fees	\$ 500.00	\$ 500.00	NA	\$500.00
			Solution Subtotal:	\$0.00	Total Disc	\$35,000.00
			Solution & Services Total:	\$0.00	Total Disc	\$35,000.00

Shipping \$0.00
Tax \$0.00
Grand Total: \$35,000.00

<https://hestic.com/RateC.slm>
SEISYS Document Imaging work for City of Orange, NJ. This for the Clerk, Planning and Zoning Departments. Index fields are 1) Block, 2) Lot, 3) Address - Street number and name (19 character aberage - ALL CAPS). Limited OPRA requests. No destruction included in quote.

X: _____ SIGNATURE _____ DATE _____ PO # _____

DELIVERY: 30 Days ARO
F.O.B. Tinton Falls, NJ
Terms: Net 30
Date of Quote: 1/25/2024

SEI CONFIDENTIAL

Prepared by: Sales Support
Phone: 732-747-6995
Fax: 732-747-6542
E-Mail: gregg.azcuy@StorageEngine.com

Storage Engine, Inc. Standard Terms and Conditions Apply

Storage Engine Standard TERMS & CONDITIONS This agreement is between you the Buyer and Storage Engine, Inc. of Tinton Falls, N. J.

Storage Engine Products are comprised of (1) third party products which are covered under the respective manufacturers' warranty and (2) Storage Engine designed proprietary products. Retail prices for Storage Engine Products shall be in accordance with the standard Storage Engine Price List in effect at the time Storage Engine accepts a purchase order from BUYER or as specified on an authorized Storage Engine quotation in force at the time the order is placed at Storage Engine's sole option. Storage Engine prices are exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future (collectively "Taxes"). BUYER agrees and acknowledges that it is responsible for payment of any and all Taxes. Notwithstanding the preceding sentence, in the event that Storage Engine is required to pay or tender any such amount with regard to Taxes, BUYER shall reimburse Storage Engine for such amount and any costs associated thereto. If a certificate of exemption or similar document or proceeding is to be made in order to exempt the sale from sales or use tax liability, the BUYER will obtain and pursue such certificate, document or proceeding, present this to Storage Engine prior to shipment and hold Storage Engine harmless from liability arising there from.

2. DELIVERY

A. Delivery will be made F.O.B., Storage Engine's plant, Timon Falls, New Jersey. The time of delivery is the time when the Storage Engine product to be delivered is ready for pickup by the carrier. Storage Engine Products held or stored for the BUYER shall be at the sole risk of the BUYER. The BUYER shall also be liable for the expense of holding or storing such products at its request and for the purchase of any shipping insurance.

B. Storage Engine shall not be liable for any damages or penalty for delay in delivery or for failure to give notice of delay when such delay is due to: elements, acts of God, acts of civil or military authority, priorities, fires or floods, or epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, vehicle shortages, delays in transportation, delays in delivery by Storage Engine's vendors, or any other causes beyond the reasonable control of Storage Engine. The delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this clause, funds received are valid for 12 months.

C. Ownership of the products (not including certain licensed software products and documentation) shall pass to the BUYER upon delivery by Storage Engine. However, Storage Engine shall retain a purchase-money security interest in all such products sold pursuant to this Agreement, together with all parts, fittings, accessories, special tools, renewal and replacements, now or hereafter acquired by BUYER and to the proceeds thereof until the full purchase price and all other amounts due or to become due to Storage Engine shall have been paid. The BUYER agrees to execute appropriate financing statements or other documents as Storage Engine may deem necessary to protect its security interest and to pay all expenses for recording thereof. Upon any default by the BUYER under this Agreement, Storage Engine shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code or other applicable laws and equity, which rights shall be cumulative.

3. SOFTWARE LICENSE

All software and related documentation provided as part of this order is subject to the terms and conditions of the Storage Engine Software License Agreement attached hereto and made a part hereof.

4. SHIPMENT

In the absence of specific instructions, Storage Engine will select the carrier, but such carrier shall not be the agent of Storage Engine, nor shall Storage Engine assume any liability or cost with regard to the shipment.

5. PAYMENT TERMS

Terms are net cash upon delivery, except where satisfactory open account credit is established, in which case terms are net 30 days from date of invoice. Storage Engine reserves the right to revoke any credit extended at Storage Engine's sole discretion. Invoices will be issued on delivery and, in case of authorized deliveries in installments, the BUYER agrees to pay such invoices when due regardless of other scheduled deliveries. Late payments will be charged at the rate of 1.5% per month on total invoice amount.

6. DOCUMENTATION

Storage Engine will supply documentation applicable to the Storage Engine products ordered and normally supplied at no charge with Storage Engine product. Such documentation shall include a set of operator's instructions. The BUYER acknowledges that all Storage Engine documentation and software or any and all third party documentation and software which is distributed by Storage Engine may only be used by BUYER pursuant to certain license agreements. Each applicable license agreement must be executed by the parties as a condition precedent to BUYER's use. BUYER agrees to abide by such terms and conditions and indemnify Storage Engine for any breach of its obligations contained therein.

7. DATA, PROPRIETARY RIGHTS IN DATA

Storage Engine normally supplies data for the proper installation, testing, operation and maintenance of its products. Portions of this data are proprietary to Storage Engine and other specified third parties and are covered by copyright, trademark, patent, trade secret and other intellectual property laws and may contain certain markings and legends. The BUYER agrees to treat such data as proprietary to Storage Engine and to such specified third parties and abide by the terms of such markings and legends. BUYER agrees and acknowledges that it shall be liable for and indemnify Storage Engine for all loss or damage incurred by Storage Engine as a result of the improper or unauthorized use or misuse of such data or failure to comply with the terms of such markings or legends. Storage Engine retains for itself all proprietary rights in and to all designs, engineering details, and other data pertaining to any products specified, and any and all applicable covenants, and to all discoveries, inventions, patent rights including all improvements and derivatives thereof, arising out of or work done in connection with any and all applicable agreements between the parties and to any and all products developed as a result thereof, including the sole right to manufacture or to have manufactured or to license the manufacture of any and all such products.

8. PATENT INDEMNITY

As to Storage Engine-designed proprietary products, Storage Engine, at its own expense, will defend any suit against the BUYER for infringement of any duly-issued United States patent existing as of the time that BUYER orders such Storage Engine-designed proprietary products based on BUYER's use of such Storage Engine-designed proprietary products as specified in any applicable documentation provided; the BUYER notifies Storage Engine promptly in writing of any action (and all prior claims relating to such action) and gives Storage Engine sole control of the defense of any such action and all negotiations for its settlement or compromise, and is in compliance with the terms and conditions of this document as well as any related license executed between the parties. Exception: Storage Engine assumes no obligation to defend, or liability for any damages (including direct, consequential or incidental damages) resulting from infringements to any non-Storage Engine proprietary products or the use of any Storage Engine designed proprietary products in combination with any third party products (including hardware and software) or any and all modifications and/or alterations to the Storage Engine-designed proprietary products. At its option, Storage Engine may at any time replace or modify any Storage Engine-designed proprietary products so that they become non-infringing, provided, however, such replacement or modification does not materially affect performance of the products. No costs or expenses shall be incurred for the account of Storage Engine without Storage Engine's written consent. In no event shall Storage Engine's total liability under this clause exceed the purchase price of such alleged infringing product. The foregoing states the entire liability of Storage Engine with regard to patent infringement.

BUYER shall indemnify and hold harmless, Storage Engine from any loss, cost, or expense suffered or incurred in connection with any claim, suit or proceeding brought against Storage Engine to the extent it is based on a claim that the use, manufacture or sale of any product delivered hereunder or modified, altered or combined by BUYER or any third party with equipment, devices, or software not supplied and authorized by Storage Engine constitutes an infringement based on such acts by BUYER or any third party.

9. PURCHASE ORDERS AND FORECASTS

BUYER shall submit to Storage Engine the following materials: (i) BUYER'S Initial Purchase Order covering Products and (ii) BUYER'S Initial Forecast of Products it will order during the Term. Quarterly updates and, if requested, periodic interim updates of the Initial Forecast shall be submitted by BUYER to Storage Engine (where applicable). The Initial Purchase Order and subsequent purchase orders shall reference and incorporate the terms and conditions set forth herein and shall set forth the products ordered, applicable prices, scheduled delivery dates, and shipping instructions. All purchase orders are subject to acceptance by Storage Engine which shall be deemed to have occurred upon the signing by a duly-designated officer of Storage Engine of the purchase order.

10. CONFIDENTIAL INFORMATION

BUYER acknowledges that it has access to and shall become familiar with secret and confidential information of Storage Engine which is required to be maintained as secret and confidential to ensure the continued success of Storage Engine. Without prior written consent of Storage Engine, BUYER will not disclose to any person or entity any such confidential information. The term "confidential information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure to BUYER or its representatives, (ii) was available to BUYER on a non-confidential basis prior to its disclosure to BUYER by Storage Engine or its representatives, or (iii) becomes available to BUYER on a non-confidential basis from a source other than Storage Engine or its representatives, provided, however, that such source is not bound by a confidentiality agreement with Storage Engine or its representatives.

11. WARRANTY

A. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH WITHIN STORAGE ENGINE'S WARRANTY POLICY, STORAGE ENGINE GRANTS NO WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT SHALL STORAGE ENGINE BE LIABLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (WHETHER ARISING OUT OF CONTRACT, STRICT LIABILITY, OR OTHERWISE), INCLUDING WITHOUT LIMITATION, ANY LOSS OF REVENUES OR PROFITS OF BUYER RESULTING FROM OR ARISING OUT OF BREACH OF THIS WARRANTY AND/OR FAILURE OF THE ABOVE SPECIFIED PRODUCTS WHETHER OR NOT STORAGE ENGINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL STORAGE ENGINE'S LIABILITY HEREUNDER EXCEED AMOUNTS RECEIVED BY STORAGE ENGINE FROM BUYER FOR SUCH SPECIFIED PRODUCT. This warranty is contingent upon proper use of the Storage Engine Product Warranty will be voided if subject products have been misused or modified by any third party, misused/damaged with by an

12. ACCEPTANCE OF COMPUTERS AND COMPUTER OPTIONS

The criterion for acceptance of Storage Engine Products, computers and computer options shall be the successful operation of the equipment using Storage Engine's standard test procedures and programs applicable to the system involved. Storage Engine does not include demonstrations or testing of any computer software system as part of computer acceptance tests. All acceptance tests shall be run by Storage Engine personnel at Tinton Falls, New Jersey. If so requested in writing, and upon Storage Engine's approval, not to be unreasonably withheld, the BUYER will receive a minimum of 24 hours notice to witness the tests.

13. SUBSTITUTIONS AND MODIFICATIONS

Storage Engine reserves the right to make substitutions and modifications in the specifications of equipment designed by Storage Engine providing that such substitutions or modifications will not materially affect performance of the equipment.

14. CANCELLATIONS

The BUYER shall be liable for the payment of reasonable cancellation charges (20%), which shall not exceed the retail prices of the items canceled and including but not limited to expenses already incurred by Storage Engine, actual leadtimes against commitments incident to the order involved, and properly allowable indirect charges as well as a reasonable profit received prior to shipment.

For purposes of this paragraph, any delivery delay requested by BUYER will be considered a cancellation unless agreed to in writing by an authorized representative of Storage Engine by acknowledgment of a purchase order amendment that specifies the payment of any agreed upon costs such delay imposes on Storage Engine.

15. GENERAL

A valid contract binding upon Storage Engine will come into being only at the time a formal written acceptance of the order is dispatched to the BUYER by a duly-authorized agent of Storage Engine at Tinton Falls, New Jersey. This contract is made in, governed by, and shall be construed in accordance with the laws of the State of New Jersey. This contract is not assignable and any attempt to assign any rights, duties or obligations under this contract will be void. All Storage Engine rights and remedies, whether evidenced hereby or by any other contract, instrument or paper shall be cumulative and may be exercised singly or concurrently. In the event either party shall on any occasion fail to perform any term of this contract and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

16. MODIFICATION

The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the BUYER for any product sold hereunder. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized officer of Storage Engine at Tinton Falls, New Jersey.

17. Export

For the purposes of this section, the use of "export" shall mean the transfer of Products outside of the continental United States. Customer acknowledges that the exportation of Products is subject to compliance under the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as they may be amended from time to time, and the rules and regulations promulgated thereunder (collectively, the "Act"). If Customer exports the Products, Customer agrees to comply with the terms and restrictions of the US Act, along with any ancillary laws and regulations related to the Products. Customer confirms that it will not unlawfully export or re-export the Products, directly or indirectly, to (i) any countries that are subject to U.S. export restrictions or (ii) any end user who has been prohibited from participating in U.S. export transactions by any agency of the U.S. government.

SUPPLEMENTARY TERMS AND CONDITIONS OF SALE Applicable to the Sale of Products for U. S. Government End-Use

The following clauses set forth in the Armed Services Procurement Regulations, as in effect on the date hereof, are incorporated herein when a Government contract number is specified on this contract. In the clauses marked with "*", the term "Contractor" shall mean Seller, and "Government" and "Contracting Officer" shall mean BUYER or the Government. If this contract is placed under a National Aeronautics and Space Administration prime contract, reference to ASPR clauses below or elsewhere in the order shall be deemed to have reference to the equivalent, if any, NASA PR clauses.

6-04.5 Buy American Act, 7-103.17 Wash-Healy Public Contracts Act, 7-103.22 Authorization and Consent

7-103.2 Changes -- 7-103.18 Equal Opportunity Clause, 7-103.23 Notice and Assistance

7-103.13 Renegotiation, 7-103.19 Officials Not to Benefit, 7-104.4 Notice to the Government

7-103.16 Contract Work Hours Standards Act, 7-103.20 Covenant Against Contingent Fees of Labor Disputes II

7-104.15 Examination of Records

In addition to the above, Storage Engine certifies that its facilities are non-segregated and Storage Engine is an Equal Opportunity Employer. FORM 100-01-08

CITY COUNCIL**The City of Orange Township, New Jersey**DATE January 17, 2023

AMENDED

NUMBER 19-2023

TITLE: A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STORAGE ENGINE, INC., ONE SHEILA DRIVE BUILDING 6-A, TINTON FALLS, NJ 07724-2658 TO PURCHASE SOFTWARE LICENSE, PRODUCT MAINTENANCE AND THE CONTINUATION OF DIGITIZED SCANNING SERVICES OF FILES ARCHIVED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ORANGE TOWNSHIP IN AN AMOUNT NOT TO EXCEED \$25,000.00 FROM JANUARY 1, 2023 TO DECEMBER 31, 2023 UNDER THE DELL STATE CONTRACT NJ 20-TELE-01510 (T3121) TIER 3.

WHEREAS, pursuant to N.J.S.A. 40A:11-12, any contracting unit may purchase any materials, supplies or equipment under any contract or contracts for such materials, supplies or equipment entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury without advertising for bids; and

WHEREAS, a determination has been made that there is a need to digitally preserve City of Orange Township records in the Clerk's Office to avoid water damage to records; and

WHEREAS, storage, access and preservation is a major concern for the City and it has been determined that there is a need to digitize the documents larger than 40" in size; and

WHEREAS, the City of Orange Township wishes to enter into a contract with Storage Engine, Inc. Solutions, One Sheila Drive, Building 6-A, Tinton Falls, N.J. 07724-2658, for digitized scanning services of files for the Office of the City Clerk in an amount not to exceed \$25,000.00; and

WHEREAS, Storage Engine, Laserfiche and associated support services will be purchased through the Dell State Contract (#NJ 20-TELE-01510 (T3121) Tier 3) through its representative Storage Engine at a cost not to exceed \$25,000 for purchase of software license, maintenance and the continuation of digitized scanning services of files archived in the Office of the City Clerk for the period of January 1, 2023 to December 31, 2023; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds will be available for this purpose in Account 3-01-20-120-000-528 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract Storage Engine, Inc.


NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, NEW JERSEY, THAT:


1. The Mayor is hereby authorized to execute a contract with Storage Engine, Inc., One Sheila Drive, Building 6-A, Tinton Falls, NJ 07724-2658, to provide digitized scanning services of files for the Office of the City Clerk of the City of Orange Township in an amount not to exceed \$25,000.00.

3. Notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement as required within of 10 days of its passage.

BE IT FURTHER RESOLVED THAT THE MAYOR OF THE CITY OF ORANGE TOWNSHIP is hereby authorized to execute a contract with Storage Engine, Inc., One Sheila Drive, Building 6-A, Tinton Falls, N.J. 07724-2658 for the requested services.

Adopted: January 17, 2023


Joyce D. Danier
City Clerk


Tency A. Eason
Council President

RESOLUTION NO. 19-2023

ON CONSENT AGENDA

REGULAR COUNCIL MEETING – January 17, 2023

MOTION TO ADOPT: Montague, III

SECOND: Coley

YEAS: Coley, Hilbert, Montague, III, Ross, Summers-Johnson, Wooten & Council President Eason

NAYS: None

ABSTENTIONS: None

ABSENCES: None

STORAGE ENGINE, INC.



PROPOSAL

for the

City of Orange Township



Scanning Services for Clerk's Office

WRITTEN BY: Tim Berbrick
January 11, 2023

EXECUTIVE SUMMARY

The City of Orange Township is seeking to have additional files within the Clerk's Office scanned so that they are accessible within the Laserfiche Electronic Content Management System (ECMS). This proposal addresses the scanning and document preparation needs of the Township and the methods that SEI will utilize to accomplish the project. As part of our proposal, you will find Pricing Assumptions and a services and software quote that can be purchased under the Dell State Contract.

SEI will be responsible for picking up the documents at the Clerk's office and transporting them to our Tinton Falls facility. The documents will be returned upon completion of the scanning and indexing. The SEI project staff will be responsible for document preparation during scanning, e.g., unfolding pages, making copies and taping torn pages if necessary, and applying graphite on stamped pages. SEI will scan and e-mail back account documents should they be needed while in our possession. Output of the scanned documents will be as a Group 4 TIFF, which is a standard mandated by NJ DORES.

The system will be implemented to adhere with NJ DORES Imaging guidelines. Storage Engine has assisted numerous New Jersey governmental agencies like Orange achieve their Imaging Registration. In addition, our scanning procedures have been reviewed on-site previously by NJ DORES.

SEI welcomes the opportunity to provide additional document management services for Orange. Based on our background with similar type projects, SEI is confident that we can complete this project expeditiously and to the satisfaction of the City of Orange Township.

PRICING ASSUMPTIONS

- The purpose of this proposal is to provide document scanning services for the Clerk's Office.
- SEI will be responsible for document pick-up, prepping, scanning, indexing, and loading the files into the Laserfiche system.
- SEI will return the documents once the scanning is completed.
- Documents are primarily large sized drawings for the Planning and Zoning Departments.
- Document prep will consist of staple, paper clip removal, unfolding pages, and taping if needed.
- The large sized pages will be scanned at 300 DPI (NJ DORES requirements) bi-tonal images with output as a single-page TIFF.
- Page sizes are primarily up to 40" in size.
- SEI will pick up the documents at the Clerk's office.
- Documents needed while in our possession will be scanned upon request and e-mailed back to the requestor within one (1) business day.
- Storage Engine's scanning processes will adhere to NJ DORES Imaging requirements.
- The following quote can be purchased under the DELL State Contract # 20-TELE-01510 (T3121) Tier 3.