

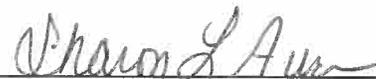
**RESOLUTION 2013-132**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE ADMINISTRATOR TO RENEW A  
CONTRACT WITH STEWART BUSINESS SYSTEMS FOR THE YEAR 2013**

**BE IT RESOLVED** by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Barnegat Township Administrator is hereby authorized to renew a contract with Stewart Business Systems, 1750 Cedarbridge Avenue, Lakewood, NJ 08701 for the supply of toner for all laser printers in the Township of Barnegat in the amount of \$556.00 per month which also includes repairs of existing laser printers.

**CERTIFICATION**

I, Sharon L. Auer, Acting Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at the Regular meeting held on the 18<sup>th</sup> day of March, 2013, in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.



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Sharon L. Auer  
Acting Municipal Clerk

**TOWNSHIP OF BARNEGAT, NEW JERSEY**  
**CERTIFICATION AS TO THE AVAILABILITY OF FUNDS**

I, Kathleen Janeski, Chief Financial Officer, DO HEREBY CERTIFY THAT WITH RESPECT TO AWARDING A CONTRACT TO Stewart Business Systems, 1750 Cedarbridge Avenue, Lakewood, NJ 08701 for laser printer toners for the year 2013 in the amount of \$556. per month

THE FUNDS ARE AVAILABLE IN THE FOLLOWING:

APPROPRIATION: 3-01-20-725-053

SIGNATURE: \_\_\_\_\_



KATHLEEN JANESKI,  
CHIEF FINANCIAL OFFICER

Dated: March 18, 2013



# Print Management Agreement

Start Date 3/14/13 End Date 4/14/14 Base Billing Frequency: Monthly:  Quarterly:  Other:   
 Overages Billed: Monthly:  Quarterly:  Other:

COMPANY NAME - BILL TO: **BARNEGAT TOWNSHIP**  
 ADDRESS: **900 W BAY AVENUE**  
 CITY, STATE & ZIP CODE: **BARNEGAT, NJ, 08005**  
 PHONE: **609-698-0080**  
 CEO CONTACT: **MARY ELLEN BROWN**  
 IT CONTACT EMAIL: **GARY THORNE**

**Meter Assessment Software Installed**  
 All non-installment of meter assessment software will result in manual collection fee of \$2.50 per device with a minimum of \$25 per location per coverage cycle.  
 Meter Assessment Choose One  **Print Specialist Installed Onsite: (Put Name of Specialist)**  
 **Have Meter Collection Tool Installed Remotely**

**Coverage Type: Network Printers - Monthly Base**  
 Includes parts, labor and supply items for the term of agreement. Additional pages shall be billed at the Overage Rate. This agreement does not cover paper, or staples.  
**B & W**  
 Page Allowance **31000** Monthly Base Rate **\$340.0000** Quarterly Overage Rate **\$0.0110**  
**Color**  
 Includes parts, labor and supply items for term of the agreement. Additional pages shall be billed at the Overage Rate. This agreement does not cover paper, or staples.  
 Page Allowance **2400** Monthly Base Rate **\$216.0000** Quarterly Overage Rate **\$0.0900**

**Coverage Type: Local Printers - Flat Rate**  
 Includes parts, labor, service loaners and supply items for the term of agreement. Additional printers shall be billed at the Flat Rate. This agreement does not cover paper, or staples.  
**B & W**  
 Printers Included \_\_\_\_\_ Flat Rate Per Printer \_\_\_\_\_  
**Color**  
 Includes parts, labor and supply items for term of the agreement. Additional printers shall be billed at the Flat Rate. This agreement does not cover paper, or staples.  
 Printers Included \_\_\_\_\_ Flat Rate Per Printer \_\_\_\_\_

Base Billed Monthly At: **\$556.00**  
 Flat Rate At: \_\_\_\_\_  
 Total Combined: **\$556.00**  
 Special Billing Instructions: **12 MONTH RENEWAL UNTIL APRIL 2014**

CUSTOMER AGREES TO PURCHASE AND STEWART BUSINESS SYSTEMS (SBS) AGREES TO PROVIDE MAINTENANCE SERVICE FOR THE EQUIPMENT IDENTIFIED ABOVE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT. NO TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR AS AN AMENDMENT TO THIS AGREEMENT AND ARE SIGNED BY CUSTOMER AND DIRECTOR OF PRINT OPERATIONS FOR SBS. AUTHORIZED CUSTOMER SIGNATURE BELOW AND/OR PAYMENT OF THE AGREEMENT RATE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT BY CUSTOMER. THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY VP OF SERVICE FOR SBS. THIS AGREEMENT SHALL BE RENEWED AUTOMATICALLY UPON APPROVAL BY SBS AND THE ATTAINMENT OF THE MAXIMUM NUMBER OF PRINTS UNLESS CUSTOMER NOTIFIES SBS IN WRITING AT LEAST 60 DAYS PRIOR TO THE TERMINATION DATE OF THIS AGREEMENT. CUSTOMER AGREES TO PAY THE CURRENT RATE EFFECTIVE AT THE BEGINNING OF EACH SUBSEQUENT AGREEMENT PERIOD. PRICING IS BASED ON THE CURRENT PUBLISHED SBS PRICING SCHEDULE AND IS SUBJECT TO CHANGE.

Customer AUTHORIZED SIGNATURE \_\_\_\_\_  
 PRINT NAME \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_

Stewart Business Systems AUTHORIZED SIGNATURE \_\_\_\_\_  
 PRINT NAME **Kelly Doyle**  
 TITLE **PRINT SPECIALIST**  
 DATE **3/8/2013** SALES REPRESENTATIVE **Hayward Koflowitch**

Two Sided Agreement

## Stewart Business Systems Smart Print Terms and Conditions

### 1. General Scope of Coverage

This Agreement covers compatible toner cartridges, service parts, and labor for the models listed. In the event that customer requests changing to an OEM printer cartridge program is subject to increase. Shipping of supplies will be via UPS Ground and will be billed with contract billing. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or cause beyond Stewart Business Systems control are not covered. Stewart Business Systems may terminate this agreement in the event equipment is modified, altered or serviced by personnel other than those employed by Stewart Business Systems or without consent of Stewart Business Systems. Connected equipment will be covered up to the computer/network connection of the Printer. Service calls caused by the computer/network will be charged at the current published hourly labor rate. SBS will provide service swaps and maintain all devices under contract until such time that SBS deems a printer to be beyond its reasonable useful life at which point the customer is responsible for the replacement of that unit (useful life may be defined as 7 years or 500,000 impressions). However, SBS will maintain and support devices beyond the age and volume stated above provided the unit is deemed repairable. It is the responsibility of the customer to replace any unit in which the manufacturer has discontinued parts or supplies for that device.

### 2. Review

SBS reserves the right to inspect all equipment to be covered under a maintenance agreement to determine that it is in good mechanical condition within 30 days of the effective date of this agreement. The cost of any fuser units, photo conductors, drums, or maintenance kits that need to be replaced in the first 30 days of this agreement will be charged to the customer. Any printer that is not working at the time of the initial agreement must be repaired at the customer's expense prior to placing under contract. In addition, during the first 30 days, no more than 5% failure rate of the customer fleet will be covered. All other services calls above this amount are subject to be charged at the current published hourly service rates. This agreement is not refundable or transferable to a third party. No credit will be applied toward unused print allowance. SBS reserves the right to periodically review the assumptions used to determine the blended rate and adjust if necessary. Periodically, Dealer audits printer cartridge and supply usage under supply/service agreements. Customers whose accounts show printer cartridges received in excess of normal usage associated with contracted print volume agree to pay for the excess or return the printer cartridges.

### 3. Availability

On-Site hours are from 8:00am to 5:00pm Monday through Friday excluding Stewart Business Systems Holidays. Average laser printer service response time is next business day. SBS shall not be responsible for delays, inability to provide service calls due to strikes, accidents, embargoes, act of God or any other event beyond its control. SBS offers our customers remote diagnostics and repairs and reserves the right to attempt to alleviate any service issues remotely prior to dispatching a technician. SBS reserves the right to use a third party service provider in order to meet average response times. Third party will honor all terms and conditions of this agreement. SBS reserves the right to replace a customer device with a comparable loaner. Once the swap occurs, the removed asset becomes the property of SBS and the swap becomes the asset of the customer.

### 4. Addition of Equipment

Customer is required to immediately notify Stewart Business Systems upon installations of any additional equipment at Customer's site capable of using SBS supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this agreement and shall be considered the Equipment for all purposes under this agreement. The printer model number, serial number and current print count needs to be supplied to SBS prior to any unit being added to existing coverage. SBS will determine if this unit can be added to the current program.

### 5. Agreement Termination

This Agreement may be terminated, with or without cause, by Stewart Business Systems with no less than 10 days prior written notice. Unless notified in writing sixty (60) days prior to the expiration date hereby by the customer or Stewart Business Systems, LLC, all service agreements will automatically renew for same terms and conditions as stated herein and shall be subject to a price/rate increase not to exceed 7%, and at any twelve (12) month intervals thereafter, provided customer is not in default. In the event the customer should terminate the agreement, SBS reserves the right to remove all such SBS equipment and unused supplies.

### 6. Non-Performance

In the event that Stewart Business Systems does not perform the services to the Customer's satisfaction, Customer shall inform SBS in writing and SBS shall have a period of thirty (30) days to correct any deficiencies in performance. Should SBS still be unable to correct the problem, the Customer shall have the option to terminating this agreement without incurring any penalty including Liquidated Damages. In the event of termination for non-performance Customer shall:

- a.) Permit SBS to remove any SBS owned equipment and supplies covered under this Agreement
- b.) Pay all charges due and owing to SBS through the date of removal of such equipment and/or supplies

### 7. Indemnification

Customer shall indemnify and hold Stewart Business Systems harmless from any claims, demand, liability, and cause of action or damage for actual or alleged infringement of any intellectual property rights by the customer or Stewart Business Systems, LLC, all service agreements will automatically renew for same terms and conditions as stated herein and shall be subject to a price/rate increase not to exceed 7%, and at any twelve (12) month intervals thereafter, provided customer is not in default. In the event the customer should terminate the agreement, SBS reserves the right to remove all such SBS equipment and unused supplies.

### 8. Breach or Default

If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) Stewart Business Systems (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D "Per Call" basis at published rated and (2) the Customer agrees to pay SBS costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to SBS.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_