

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF NORTH BRUNSWICK
AUTHORIZING A CONTRACT WITH GTBM, INC.
TO PROVIDE ELECTRONIC TICKETING SOFTWARE
UNDER THE DEPARTMENT OF PUBLIC SAFETY**

WHEREAS, in June of 2011, the Township Council approved Resolution 182-6.11, authorizing a contract with GTBM, Inc. to provide electronic ticketing software and services for the Public Safety Department, along with associated hardware and maintenance, for a period of two years and included 20 in-car units; and

WHEREAS, in August of 2013, the Township Council approved Resolution 234-8.13, authorizing a new contract with GTBM, Inc. for electronic ticketing services for a period of three years, ending February 28, 2017, and included an additional four devices totaling 24 units; and

WHEREAS, in March of 2017, the Township Council approved Resolution 84-3.17, authorizing the most recent contract with GTBM, Inc. for electronic ticketing services for a period of two years, ending April 1, 2019, which included 24 units, the amount of \$1.60 per ticket and a commitment of 20,000 tickets/year issued; and

WHEREAS, in December of 2019, the Township Council approved Resolution 321-12.19, authorizing the most recent contract with GTBM, Inc. for electronic ticketing services for a period of three years, ending December 31, 2022, which included 24 units, the amount of \$1.60 per ticket and a commitment of 15,000 tickets/year issued; and

WHEREAS, due to the unpredictability of ticket volume for year-to-year, the Department has been reviewing the scope under the expired contract and hereby recommends to enter into a new contract with GTBM, Inc. for electronic ticketing services maintaining 24 in-car units, with a five-year contract term beginning January 1, 2023; and

WHEREAS, GTBM, Inc., with office located at 351 Paterson Avenue, East Rutherford, New Jersey 07073, has submitted a five-year proposal for software and hardware, maintaining all other terms and conditions provided under the 2013 agreement, which includes 24 units, for a minimum estimated contract amount of \$15,120.00 per year and \$75,600.00 total, which is subject to increase based on the volume of electronic tickets issued; and

WHEREAS, this contract may be awarded by the governing body without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(dd) of the Local Public Contract Law for the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or upgrade non-proprietary software; and

WHEREAS, prior to entering onto a contract with the Township, GTBM, Inc. will have completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate committee in the Township of

North Brunswick in the previous one year, and that the contract will prohibit GTBM, Inc. from making any reportable contributions through the term of the contract; and

WHEREAS, said contract may be negotiated and awarded by the governing body without public advertising for bids and without bidding pursuant to N.J.S.A. 40A:11-5 et seq. as being the provisional performance of goods or services for the support or maintenance of proprietary computer hardware and software; and

NOW THEREFORE, BE IT RESOLVED, on this 26th day of June 2023, that the Township Council of the Township of North Brunswick, in the County of Middlesex, and the State of New Jersey, does hereby authorize and confirm the following:

1. The Mayor, or his designee, is hereby authorized to execute a contract/purchase order and any other necessary documents with GTBM, to provide electronic ticketing software to its Public Safety Department, along with associated software and hardware, for 24 in-car units and a five-year contract term beginning January 1, 2023 as set forth on the attached supporting document.
2. This contract is awarded without competitive bidding pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(dd) and Elections Law commonly known as Pay-to-Play N.J.S.A. 19:44A-20.5 Et seq. as described herein above.
3. The Business Disclosure Entity Certification and the Determination of Value shall be placed on file with the Resolution.
4. Notice of this action shall be published by the Municipal Clerk in the Home News and Tribune as the legal newspaper for the Township.

CERTIFICATION

I, Cavel Gallimore, Chief Financial Officer of the Township of North Brunswick, certify that funds that (to cover the estimated \$15,120.00/year and \$75,600.00 total), \$8,000 shall be made available from Public Safety OE account 3-01-25-240-999-200 for services ending June 30, 2023 and the balance shall be certified upon the appropriation of funds in future fiscal years. Contract # PRO23057.

Cavel Gallimore
Chief Financial Officer

Joseph A. Battaglia
Police Chief

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
HUTCHINSON				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
MEHTA				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on June 26, 2023.

 Lisa Russo
 Township Clerk



E-TICKET RENEWAL AGREEMENT AMENDMENT
between **North Brunswick Police Department and GTBM, Inc.**

Exhibit A:

GTBM will provide:

	#
Info-Cop™ E-Ticket Software*	24 licenses
Info-Cop™ Query Software	0 licenses
Hardware and Installation for Fully-Equipped Police Vehicles**	24
Handheld Unit	0
Scanners	0

Special Hardware financing*** Yes No

*GTBM will provide an additional license on a designated office PC supplied by the department to allow for review or reprinting of tickets at no cost to the Agency.

**includes docking mount, printer, installation, e-Ticketing software and ticket paper and replenishment, 365 days a year support 9am to 5pm with hardware swap

Annual Fee: \$15,120.00

Excess Paper Demand: \$7.00 per roll

Multi-Year Contract: Y (terminates December 31, 2027)

This renewal agreement amendment is subject to all other terms and conditions of the E-Ticket Agreement executed 8/23/2013.

Agency: _____ Date: _____

GTBM: _____ Date: _____



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**END-USER LICENSE, HARDWARE, SETUP AND SUPPORT AGREEMENT
FOR INFO-COP™ E-TICKETING TURNKEY SYSTEM**

between

**North Brunswick Police Department
and
GTBM INC.**

This Agreement ("Agreement") is made this 5 day of August, 2013, by and between Gold Type Business Machine, Inc. ("GTBM") a New Jersey corporation with offices at 351 Paterson Avenue, East Rutherford, New Jersey 07073 and the North Brunswick Police Department, 710 Hermann Road, North Brunswick, NJ 08901 ("Agency").

1. **Term.** The term of this Agreement shall commence on March 21, 2014 and continue for a period of three (3) years.
2. **Uses Not Permitted.** The End-User's use of the Software is subject to each of the following restrictions and limitations. The End-User agrees that it shall not:
 - Transfer the Software electronically from one central processing unit ("CPU") to another unless authorized in writing by GTBM.
 - Modify, adapt, translate or create derivative works.
 - Make copies of the Software
 - Remove or modify any software markings or notices of proprietary rights.
 - Grant sub-licenses, leases or other rights to the Software.
 - Distribute in any fashion the End-User's copy of the Software.
 - Reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software.
2. **Hardware and Setup.** GTBM, at no cost to Agency, will provide equipment, materials and labor to install and test Info-Cop™ E-Ticketing hardware (the "hardware") in designated vehicles as specified on Exhibit A. Agency will be responsible to provide an activated, wireless modem connection to the Internet and a mobile data terminal sufficient to run the E-Ticketing software for each vehicle at Agency's sole expense.
3. **Support Services.** GTBM, at no cost to Agency, will provide initial training in the use of Info-Cop™ E-Ticketing hardware and software to Agency. Training



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services are provided at Agency site; Agency will schedule training classes with the Director of E-Ticket, provide a suitable facility for training and guarantee a reasonable amount of officers attend each training session. GTBM will service or replace the hardware should it malfunction in accordance with the Hardware Warrantee specified in Section 5.2. Support services will be provided from Monday through Sunday, excluding holidays, between the hours of 9am and 5pm with a four (4) hour response time. For most service issues, a GTBM technician will be dispatched to a client site at a scheduled time convenient for both parties. GTBM will make every effort to quickly address and remedy all service issues. GTBM will, at GTBM's sole expense, supply Agency with E-Ticketing paper for printers as E-Tickets issued deplete supplies. Agency will acknowledge receipt of initial paper supplies and replenishment supplies. If, however, Agency's demand for paper is greater than the amount used in issuing E-Tickets (allowing for 5% unexplained losses), additional paper will be provide at a per roll fee as noted on Exhibit A.

4. Warrantees.

4.1 Software Warrantees.

- (a) GTBM warrants that the Software has been certified by the New Jersey Office of the Administrator of Courts (AOC) and shall remain compliant with AOC standards throughout its use.
- (b) GTBM warrants that the Software shall be free from defects in materials or workmanship and errors. GTBM further agrees to furnish, promptly and without additional charge, all labor and parts necessary to remedy any such defect or error, which does not affect AOC compliance, called to its attention in writing not later than six (6) months after installation of the Software.
- (c) GTBM's OBLIGATIONS FOR BREACH OF WARRANTY SHALL BE LIMITED TO CORRECTION OR REPLACEMENT OF THAT PORTION OF THE SOFTWARE WHICH FAILS TO CONFORM TO SUCH WARRANTY. IN NO EVENT SHALL GTBM BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, OR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE. GTBM SHALL HAVE NO RESPONSIBILITY TO CORRECT ANY DATABASE ERRORS OR ANY ERRORS OR DAMAGES CAUSED BY OR ARISING OUT OF HARDWARE DEFECTS OR INPUT ERRORS OR USE OF THE SOFTWARE IN WAYS FOR WHICH IT WAS NOT DESIGNED. IN



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NO EVENT SHALL GTBM BE LIABLE FOR ANY BREACH OF WARRANTY UNLESS WRITTEN NOTICE THEREOF IS GIVEN TO GTBM WITHIN SIX MONTHS AFTER INSTALLATION OF THE SOFTWARE. GTBM's WARRANTY OBLIGATIONS SHALL BE VOID IF: (I) THE END-USER MODIFIES THE SOFTWARE WITHOUT THE PRIOR WRITTEN CONSENT OF GTBM OR (II) THE NON-CONFORMANCE OF THE SOFTWARE IS DUE TO ITS MISUSE OR NEGLIGENCE OR OTHERWISE CAUSED BY A BREACH OF END-USER'S OBLIGATIONS HEREUNDER; OR (III) THE END-USER FAILS TO FOLLOW IN ALL MATERIAL RESPECTS WRITTEN INSTRUCTIONS OF GTBM; OR (IV) THE SOFTWARE IS USED WITH OTHER INCOMPATIBLE PRODUCTS OR SERVICES.

- (d) GTBM shall defend any claim or proceeding brought against the End-User to the extent that it is based on an assertion that the End-User's use of the Software under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property interest rights, and shall indemnify the End-User against all costs, damages and expenses finally awarded against the End-User which are attributable to such claim, provided that the End-User notifies GTBM promptly in writing of any such claim or proceeding and gives GTBM full and complete authority, information and assistance to defend such claim or proceeding and further provided that GTBM shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the Software is finally held to be infringing and its use by the End-User is enjoined, GTBM shall, at its election: (i) procure for the End-User the right to continue to use the Software; (ii) modify or replace the Software so that it becomes non-infringing; or (iii) return to the End-User the fee paid under this Agreement, less an allowance for use of the Software by the End-User, prorating the useful life of the Software over a five (5) year period. GTBM shall have no liability hereunder if the End-User modifies the Software in any manner and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the End-User uses the Software in a manner contrary to the provisions of this Agreement or in conjunction with unauthorized equipment. The foregoing states GTBM's and its licensors entire liability, and the End-User's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, trademark, or other property interest rights by the Software, any part thereof or the use thereof.

4.2 Hardware Warrantees.



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GTBM will replace malfunctioning E-Ticketing hardware at GTBM's sole cost during the initial and any renewal terms of this Agreement except in such case that the hardware became damaged through customer abuse or vehicle accident.

- 4.3 THE WARRANTIES CONTAINED IN THIS SECTION 5 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GTBM's EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF GTBM'S RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE SOFTWARE.

5. Charges and Payments

- a) The Agency agrees to pay to GTBM the fees specified on Exhibit A on a quarterly basis (every three months). Payments will be due after the close of each quarter (each three month period). To allow for some possible downside variability in contract, if the committed ticket level is not achieved in a contract year and special hardware financing has not been provided, the Agency will be charged for the actual ticket level achieved but not less than eighty percent (80%) of the committed level. If special hardware financing has been included Agency will be required to pay at the committed ticket level for the first two (2) years and, if the committed ticket level is not achieved in the third and subsequent years, the Agency shall pay for the actual number of tickets issued but not less than eighty percent (80%) of the committed level in those years. The committed E-Ticket level is an annual amount which resets to zero every twelve months. Special hardware financing, if provided is noted on Exhibit A.
- b) The Agency agrees to pay any Upfront Payments specified on Exhibit A upon delivery and installation of hardware.
- c) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. The failure of the Agency to pay the fees after written notification shall result in the complete termination of any continuing



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obligation of GTBM to provide the software support to the Agency.

6. Termination.

- a) GTBM may terminate this Agreement and all licenses granted hereunder in the event of the failure by the Agency or Agency's End-Users to comply with any term or condition of this Agreement. Termination shall be effective on written notice by GTBM to the Agency. Upon termination, the Agency will return all Info-Cop E-Ticketing hardware and software within five (5) days following receipt of GTBM's termination notice.
- b) GTBM may terminate this Agreement if GTBM gives written notice to the Client specifying the Client's failure to make payment when due and the Client fails to make such payment within ten (10) days following receipt of such notice.
- c) Either party may terminate this Agreement if the other party fails or defaults in the performance of any of its material obligations under this Agreement (other than failure by the Client to make any payment when due as governed by section 6(b) above) and fails to cure or substantially cure such failure or default within thirty (30) days following receipt of written notice.
- d) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- e) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.
- f) Agency's obligation to protect the confidential nature of the Software under Section 1.2 shall survive any termination or expiration of this Agreement indefinitely. It shall not be a breach of this Agreement for the Agency to disclose confidential information received thereby when, and to the extent that, such disclosure is required by a court of competent jurisdiction or by a governmental body, provided that the Agency, in making such disclosure shall (i) give the GTBM as much prior notice thereof as is reasonably practicable so that the GTBM may seek such



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protective orders or other confidentiality protection as it, in its sole discretion and at its sole expense, may elect and (ii) reasonably cooperate with GTBM to protect the confidential or proprietary nature of the Confidential Information which must be disclosed.

7. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement and any exhibits thereto constitute the entire agreement between the parties related to the Software and supersede all prior agreements, understandings, negotiations and discussions between the parties in connection therewith, whether oral or written. If applicable, any related Requests for Proposals (RFP) and GTBM's Bid will be appended to this Agreement as Exhibit C made apart hereof. During the term of this Agreement, GTBM's Bid supersedes any conflicting terms in the Request for Proposals. Agency may not assign the Agreement or the license granted by it without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. Agency and Agency's End-User(s) acknowledge(s) and agree(s) that, due to the unique nature of the Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM; therefore, GTBM shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement.

GTBM, Inc.

By: [Signature]
Name: V.S. Clower
Title: CEO
Date: 8/19/13

Agency:

By: [Signature]
Name: Francis "Mac" Womack, III
Title: Mayor
Date: Aug. 23, 2013