

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2018-146

Council Meeting Date: 05-21-2018

Date Adopted: 05-21-2018

TITLE: RESOLUTION APPROVING CONTRACT WITH DOCUMENT SOLUTIONS FOR COPIER LEASE, NJ STATE COOPERATIVE CONTRACT AEPA/ESCNJ 17-B

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Galluccio.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve the contract from Document Solutions, in the form as attached hereto, for copier lease for the term June 1, 2018 through May 31, 2025 at the annual rate not to exceed \$2,500.00.

APPROVED, this 18th day of December, 2017.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 18th day of December, 2017.

Wendi B. Barry, Borough Clerk



DOCUMENT solutions

Business. Life. Simplified.

Address: 151 W Sumner Avenue
Kenilworth, NJ 07033
Toll Free: 877-937-6977
Fax: 908-653-1330
Email: sales@dsbls.com



BILL TO: SHIP TO
COMPANY: Borough of New Providence
ADDRESS: 360 Elkwood Avenue
CITY / ST / ZIP: New Providence, NJ 07974-1838
CONTACT:
PHONE #: (908) 665-1400 EXT:
FAX #:
EMAIL:
PURCHASE ORDER #
REQUESTED DELIVERY DATE: / /

Table with 4 columns: QTY, MAKE / MODEL, DESCRIPTION, NET PRICE. Rows include Konica Minolta 458e B/W Copier System, [FK-511 Fax Kit, and PC-410 Large Capacity Cassette.

INCOMING EQUIPMENT DESCRIPTION
POWER FILTER / LINE CONDITIONER \$180.00
INSTALLATION & FREIGHT \$180.00
ANALYST SERVICES UP TO 2 HRS \$295.00
LEASING INFORMATION
MO. PMT: \$ 194.23 +TAX MAINTENANCE 0
TERM: 60 MTHS SUBTOTAL 0
SECURITY DEPOSIT: \$ 0 SALES TAX 0
FIRST & LAST: \$ 0 DEPOSIT 0
FMV 10% \$1 BALANCE 0
SPECIAL INSTRUCTIONS:
Co-op Pricing: AEPA/ESCNJ
contract# 65MCECCPS
Includes: Delivery, setup, network to computers
Set up print/scan files and folders
Training for staff

TERMINAL
TERM: 60 MONTHS
INCLUDED IN LEASE PAYMENT
BILLED AT \$ PER
MO. QTR SEMI-ANNUAL YEAR CONTRACT TERM
MAINTENANCE INCLUDES:
PARTS & LABOR SUPPLIES TONERS DRUMS

IT CONTACT NAME:
IT CONTACT PHONE NUMBER:
B & W ALLOWANCE: 18,000 IMPRESSIONS PER
MO. QTR SEMI-ANNUAL YEAR CONTRACT TERM
ADDITIONAL CHARGED AT . 0 0 7 2 /IMPRESSION*

GOVERNMENTAL LEASE AGREEMENT

This Lease has been written in "Plain English." When we use the words **Lessee, You** and **Your** in this Lease, we mean the Lessee indicated below. When we use the words **Lessor, We, Us, and Our** in this Lease, we mean **Document Solutions LLC**. Our address is **151 Sumner Ave., Kenilworth, New Jersey 07033**.

LESSEE INFORMATION	Lessee Name Borough of New Providence		Lease Number	
	Billing Street Address/City/County/State/Zip 360 Elkwood Avenue, New Providence, NJ 07974-1838		Federal Tax ID Number	
	Equipment Location (if different from above)		Lessee Phone Number	
SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") Document Solutions LLC		Supplier Phone Number	
	Street Address/City/State/Zip 151 Sumner Avenue, Kenilworth, NJ 07033			
EQUIPMENT DESCRIPTION	Make/Model/Accessories	Quantity	Serial Number	
	Konica Minolta 458e	1		
	Large Capacity Cassette	1		
	Fax Kit	1		
PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply. <input checked="" type="checkbox"/> Fair Market Value Purchase Option <input type="checkbox"/> \$1.00 Purchase Option <input type="checkbox"/> Fixed Price Purchase Option of 10% of the Total Cash Price (defined in Section 1)		PLUS APPLICABLE TAXES	
TERM AND PAYMENT SCHEDULE	Initial Lease Term (months): 60 (see Section 1 on page 2 of this Lease)	Lease Payment: \$ 194.23		You agree to pay at the time You sign this Lease: A) Total Number of Advances: 0 (Months) B) Total Advance Lease Payment = \$ 0 C) Sales/Use Tax on Lease Payment = \$ 0 D) One-time Documentation Fee = \$ E) Total Due = \$ 0 If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.
	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other			
INSURANCE & TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If You are tax-exempt, You agree to furnish Us with satisfactory evidence of Your exemption.			
TERMS AND CONDITIONS				
BY SIGNING THIS LEASE YOU ACKNOWLEDGE THAT YOU: (i) HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND SECOND PAGE OF THIS LEASE, (ii) AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS PROVIDED IN PARAGRAPH 16, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE SUBJECT TO APPROPRIATION OF SUFFICIENT FUNDS, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) WILL USE THE EQUIPMENT ONLY FOR ESSENTIAL GOVERNMENT PURPOSES, (iv) WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (v) CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, (vi) AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY AND YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY, AND (vii) IF THIS LEASE IS REPLACING AN EXISTING LEASE, THE NEW PAYMENT MAY INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO YOU.				
DOCUMENTS SOLUTIONS LLC Lessor X		Borough of New Providence Lessee X		
Authorized Signature		Authorized Signature		
Print Name and Title		Print Name and Title		
Date		Date 5-21-18		

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment and other property described on the front of this lease agreement (collectively "**Equipment**") on the terms and conditions shown on the front and second page of this lease ("**Lease.**") If You have entered into any purchase or supply contract ("**Supply Contract**") with any Supplier, You assign to Us Your rights under such Supply Contract, but none of Your obligations (other than the obligation to pay for the Equipment if it is accepted by You as stated below and You timely deliver to Us such documents and assurances as We request). You will arrange for the delivery of the Equipment to You. When You receive the Equipment, You agree to inspect it to determine if it is in good working order. The Equipment will be deemed irrevocably accepted by You upon the earlier of: a) the delivery to Us of a signed Delivery and Acceptance Certificate (if requested by Us); or b) 10 days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance. The Initial Lease Term shall commence on a date designated by Us after receipt of all required documentation and acceptance by Us (the "**Commencement Date.**") The first Lease Payment is due on or before the Commencement Date, as invoiced by Us, unless in row A of the Term and Payment Schedule on the front of this Lease it is specified that 0 Advance Payments are due, in which case the first Lease Payment will be due on the date specified by Us in the month following the Commencement Date, and the remaining Lease Payments will be due on the same day of each subsequent month (or such other time period specified on the front of this Lease) at an address specified by Us in writing. You authorize us to adjust the Lease Payment up or down by not more than 15% if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "**Total Cash Price**") differs from the estimated Total Cash Price originally assumed for documentation purposes. If any Lease Payment or other amount payable to Us is not paid within 3 days of its due date, You will owe Us a late charge not to

exceed the greater of 10% of each late payment or \$20.00 (or such lesser rate or amount as is the maximum allowable under applicable law).

2. NO WARRANTIES. We are leasing the Equipment to You "**AS-IS.**" YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN; RESTOCKING FEE. You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without Our prior written consent. At Your expense, You will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without Our prior written consent. All alterations, additions and replacements will become part of the Equipment and Our property at no expense to Us. We may inspect the Equipment at any reasonable time. Unless You purchase the Equipment in accordance with this Lease, within 10 days of the expiration or earlier termination of this Lease You will deliver the Equipment to Us in good condition and repair, except for ordinary wear and tear, to any

ADDITIONAL TERMS ON REVERSE SIDE

place in the United States that We designate and upon Our request, You will provide Us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, You will return all tangible items of software and destroy all intangible items of software, certify in writing to Us that You have complied with the above requirements, have not retained such software and will not use the software after termination. It is solely Your duty to remove all sensitive or confidential data stored within the Equipment prior to returning it. You will pay all expenses of uninstalling, crating and shipping and insure the Equipment for its full replacement value during shipping, and We may charge You a restocking fee equal to two (2) lease payments. You agree that You will not take the Equipment out of service and have a third party pay or provide funds to pay the amounts due hereunder.

4. TAXES AND FEES. To the extent applicable, You will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed during the term of this Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and when We require, the taxes that We anticipate will be due during the year. You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement.

5. LOSS OR DAMAGE. As between You and Us, You are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify Us in writing immediately of any Loss. Then, at Our option, You will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured. You will give Us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to Us, and will provide that We will be given 30 days advance notice of any cancellation or material change of such insurance. We reserve the right to reject Your insurance carrier. IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTERESTS FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. WE MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH WE MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM YOU UNDER THIS LEASE. Such insurance may duplicate coverage provided under Your existing policy. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. Nothing in this Lease will create an insurance relationship of any type between Us and any other person. You acknowledge that We are not required to secure or maintain any insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

7. TITLE; RECORDING. Unless you have a \$1.00 purchase option, We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. You agree that this transaction is a true lease. However, as a precaution in case this transaction is deemed to be a lease intended for security, You grant Us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to Us such signed documents as We may request to protect Our interest in the Equipment.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) You fail to pay any Lease Payment or any other payment within 10 days of its due date, (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates and this failure continues for 10 days after We have notified You of it, (c) You become insolvent, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, or enter any bankruptcy proceeding.

9. REMEDIES. If a Default occurs, We may do one or more of the following: (a) We may cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) We may require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the Equipment's anticipated residual value discounted at 3% per annum, if applicable, plus (ii) all other amounts due or that become due under this Lease; (c) We may require You to deliver the Equipment to Us as set forth in Section 3 and terminate use of any software component of the Equipment; (d) We or Our agent may peacefully repossess the Equipment without court order and You will not make any claims against Us for damages or trespass or any other reason; and (e) We may exercise any other right or remedy available at law or in equity. You agree to pay all of Our costs and reasonable attorney's fees of enforcing Our rights against You. If We take possession of the Equipment, We may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) to the amounts that You owe Us. You will remain responsible for any amounts that are due after We have applied such net proceeds.

10. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, You agree that either (a) You have reviewed, approved, and

received, a copy of the Supply Contract or (b) that We have informed You of the identity of the Supplier, that You may have rights under the Supply Contract, and that You may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying You, sell, assign, or transfer this Lease and Our rights to the Equipment. You agree that the new owner will have the same rights and benefits that We have now under this Lease but not Our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that You may have against Us.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, You will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1.00, You must give Us at least 90 days written notice before the end of the initial lease term that You will purchase the Equipment or that You will return the Equipment to Us. If You do not give Us such written notice or if You do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew on a monthly basis until You exercise a purchase option or deliver the Equipment to Us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending You written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, We will use Our reasonable judgment to determine the Equipment's in-use and in-place fair market value. If You do not agree with Our determination of the Equipment's fair market value, the fair market value (in-use and in-place) will be determined at Your expense by an independent appraiser selected by Us. Upon payment of the Purchase Option price, We shall transfer Our interest in the Equipment to You "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate. With respect to items of Equipment consisting of software, Your right to continue use such of software will be subject to the applicable license agreement.

13. INDEMNIFICATION. To the extent permitted by law, You are responsible for any losses, damages, penalties, claims, suits and actions, including attorneys' fees, caused by or related to (a) the installation, ownership, use, lease or possession of the Equipment or (b) any data You store within the Equipment.

14. MISCELLANEOUS; FAX SIGNATURES. This is the entire agreement between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. Any change in any of the terms and conditions of this Lease must be in writing and signed by Us. You agree, however, that We are authorized, without notice to You, to supply missing information or correct obvious errors in this Lease. All of Our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts that We believe are necessary to protect Our interests. You agree to reimburse Us immediately upon Our demand for any such amounts that We pay. Any signature, execution and delivery of any document or instrument may be satisfied in Our discretion and to the extent permitted by the UCC by authentication of such document or instrument as a record within the meaning of Article 9 of the UCC. A fax version of Your signature on this Lease when received by Us shall be binding upon You as if originally signed. However, this Lease shall be binding on Us when signed by Us. Both You and We agree that the version of this Lease with Our original signature shall constitute the original authoritative version. If any part of this Lease is determined to be unenforceable or otherwise contrary to law, the remainder of this Lease shall remain in force and shall be conformed to the intent of the parties consistent with applicable law.

15. ADDITIONAL REPRESENTATIONS. You reasonably believe that funds can be obtained sufficient to make all payments during the entire term of this Lease and You intend to make such payments. Your obligation to make Lease Payments hereunder will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. You REPRESENT THAT i) YOU HAVE TAKEN THE NECESSARY STEPS, INCLUDING SATISFYING BID REQUIREMENTS, TO ACQUIRE AND FINANCE THE EQUIPMENT, ii) THE APPROVAL AND EXECUTION OF THIS LEASE WAS IN ACCORDANCE WITH ALL LAWS, INCLUDING OPEN MEETING LAWS AND iii) A RESOLUTION OF YOUR GOVERNING BODY AUTHORIZING EXECUTION OF THE LEASE HAS BEEN DULY ADOPTED AND REMAINS IN FULL FORCE AND EFFECT.

16. NON-APPROPRIATION. If sufficient funds are not appropriated in any fiscal year for Lease Payments due hereunder, this Lease will terminate without penalty as of the last day of your fiscal year for which funds have been appropriated (the Termination Date). We may require a sworn statement of such non-appropriation. You will return the Equipment to Us in accordance with Paragraph 3 herein within 10 days of the Termination Date. You agree that you may not terminate this Lease if any funds are appropriated by you for the acquisition of or use of equipment or services performing similar functions to the Equipment during your fiscal year in which such termination would occur and that you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for Lease Payments hereunder.