

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2019-027

Council Meeting Date: 01-03-2019

Date Adopted: 01-03-2019

TITLE RESOLUTION AWARDING CONTRACT TO FIRST DUE COMPUTERS
AND GRAPHICS, FOR INFORMATION TECHNOLOGY AND NETWORK
SUPPORT SERVICES FOR THE YEAR 2019

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

WHEREAS, the Borough of New Providence has a need to acquire Information
Technology and Network Support Services as a non-fair and open contract pursuant to
the provisions of N.J.S.A. 19-44A-20.5; and

WHEREAS, the Borough Administrator has determined and certifies that the value
of the service will not exceed \$50,000.00 per year; and

WHEREAS, the anticipated term of this contract is one (1) year; and

WHEREAS, First due Computers and Graphics (Dox Data Solutions) has
submitted a proposal, indicating they will provide professional information technology and
network support services for an amount not to exceed \$50,000.00 per year.; and

WHEREAS First due Computers and Graphics, has completed and submitted a
Business Entity Disclosure Certificate which certifies that First Due Computers and
Graphics has not made any reportable contributions to a political or candidate committee
in the Borough of New Providence in the previous one year, and that the contract will
prohibit First Due Computers and Graphics from making any reportable contributions
through the term of the contract, and

WHEREAS, the maximum amount of the contract is not to exceed \$50,000.00,
and said funds are available and have been certified by the Chief Financial Officer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5) requires that the
resolution authorizing and awarding of contracts for "professional services" without

competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of New Providence that they hereby agree as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached agreement with First Due Computers and Graphics, For Professional Information Technology And Network Support Services.
2. Such contract is awarded without competitive bids as a "professional service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law, because the services to be rendered are professional in nature and are unspecifiable as to requirements for performance. Such services must be rendered by a person particularly trained and licensed in this area, which requires extensive specific education and long experience in both the Federal and State procedural requirements.
3. A notice of this action shall be published once in the Courier News.

APPROVED, this 3rd day of January, 2019.

RECORD OF VOTE

| | AYE | NAY | ABSENT | NOT VOTING |
|----------|-----|-----|---------------------------|------------|
| CUMISKEY | X | | | |
| DESARNO | X | | | |
| GENNARO | X | | | |
| GEOFFROY | 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 3rd day of January, 2019.

Wendi B. Barry, Borough Clerk

CONTRACT

THIS AGREEMENT, made as of the date of execution indicated below, between the Borough of New Providence, a municipal corporation of the State of New Jersey (hereinafter the "Borough"), having offices located at the Municipal Building, 360 Elkwood Avenue, Borough of New Providence, Union County, New Jersey 07974, and First Due Computers and Graphics (hereinafter the "Contractor"). having an office at 53 Friedland Road, Nutley, N.J. 07110

WITNESSETH:

WHEREAS, the Borough, pursuant to Local Public Contracts Law, requested proposals for the provision of information technology and network support and services; and

WHEREAS, proposals were received, and the Borough has determined that the proposal of Contractor was the most responsive to the Borough's request;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

I. PARTS OF CONTRACT

The parties agree that the terms and conditions contained in the following documents, which comprise and are hereinafter called the "Contract Documents", are made part of this Agreement and are binding on all parties as if all conditions contained in the Contract Documents were set forth in this Agreement:

- A. Request for Proposal issued by the Borough on September 12, 2016
- B. Contractor's Proposal dated October 12, 2016
- C. Resolution dated January 3, 2019
- D. This Agreement

II. WORK

The Contractor agrees to provide all necessary services for the following:

All work necessary for the provision of information technology and network support services as set forth in the Request for Proposals issued by the Borough on September 12, 2016, and the Proposal submitted by the Contractor dated October 12, 2016.

The Contractor declares and agrees that it will be responsible for the full performance and completion of all work to be done under this Agreement, and by the execution hereof, acknowledges that it has carefully informed itself regarding conditions pertaining to the work to be done.

III. CONTRACT PERIOD

Services shall be provided for the calendar year 2019.

IV. PAYMENT

The Borough shall pay and the Contractor shall accept in payment and in consideration for the performance of the Contractor's obligations hereunder, compensation determined in accordance with the Proposal submitted by the Contractor. Such services shall be billed and payment made in accordance with the Borough's usual requirements for submission of invoices and vouchers and approval by authorized officials.

V. CONTRACT DOCUMENTS

The Contract Documents comprise the documents listed in Article I of this Agreement entitled "Parts of Contract". In the event of any provisions of any one document conflicting with the provisions of another document, the provisions of the document first listed as follows shall govern, except as otherwise specifically stated:

- A. This Agreement
- B. Request for Proposal issued by the Borough on September 12, 2016 for the required services
- C. Resolution of the Borough dated January 3, 2019
- D. Contractor's Proposal dated October 12, 2016

VI. WAIVER

Neither the inspection by the Borough nor any of its agents, or any order, measurement or certificate by the Borough or its agent, nor any order by the Borough for the payment of money nor payment for, nor acceptance of, the whole or any part of the work by the Borough, nor an extension of time, nor any position taken by the Borough or its employees, shall operate as a waiver of any provisions of this Agreement or of any power herein reserved to the Borough, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided for in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions or legal proceedings, the Borough shall also be entitled as of right to a writ of injunction against any breach of any provisions of this Agreement.

VII. RESPONSIBILITY OF THE BOROUGH COUNCIL

The Borough Council, or its authorized agents or employees, shall decide any and all questions which may arise as to the quality and acceptability of work furnished and all questions as to the acceptable fulfillment of this Agreement on the part of the Contractor. Any and all directions, communications and/or inquiries from the Borough shall be made by the Borough Administrator.

VIII. AFFIRMATIVE ACTION

The Contractor shall comply with all of the provisions of N.J.S.A. 10:5-31, et seq., and the regulations promulgated thereunder, a copy of which is attached hereto and expressly made a part hereof as Exhibit A. The Contractor shall, within seven (7) days after receipt of notification of intent to award this Contract or receipt of the Contract, whichever is sooner, provide the Borough with a Letter of Federal Affirmative Action Approval, Certificate of Employee Information Report from the State of New Jersey, or a completed Form AA302.

IX. SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Borough and the Contractor and their respective successors, assigns and legal representatives. Neither the Borough nor the Contractor shall have the right to assign, transfer or sublet its interests or obligations hereunder without prior written consent of the other party.

X. WRITTEN NOTICE

All notices, requests or other communications pursuant to this Agreement shall be in writing and shall be sent pursuant to this Agreement by U.S. Mail, addressed as set forth above.

XI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and no amendment, modification or addendum to this Agreement shall be effective unless in writing, dated subsequent to the date hereof, and executed by the duly authorized officers of the respective parties. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Article and this shall be deemed an essential term of the Agreement.

XII. VALIDITY

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their seals to be affixed on this the _____ day of _____, 2019.

ATTEST:

BOROUGH OF NEW PROVIDENCE

Wendi B. Barry, Clerk

By: _____
Allen Morgan, Mayor

WITNESS:

FIRST DUE COMPUTERS AND GRAPHICS

By: _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Date: _____
