

**RESOLUTION 2021-105  
AUTHORIZING AGREEMENT FOR  
EXTRAORDINARY, UNSPECIFIABLE SERVICES**

WHEREAS, there exists a need to obtain services of a consultant to provide Imaging System Software Onsite Maintenance Support; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5(1)(a)(ii) exempts the award of contracts for extraordinary, unspecifiable services from the requirements of public advertisement and bidding; and

WHEREAS, the award of this contract meets the statute and regulations governing the award of said contracts; and

WHEREAS, a certificate of availability of funds has been provided by the designated certifying officer and is attached hereto; and

WHEREAS, the contract has an anticipated value of not more than \$44,000.00.

NOW, THEREFORE, BE IT RESOLVED this 20<sup>th</sup> day of December, 2021, by The Bordentown Sewerage Authority as follows:

1. The Executive Director is hereby authorized and directed to enter into an agreement with Kyocera Document Solutions NY Metro, Inc. for Imaging System Software Onsite Maintenance Support.

2. This contract is awarded without competitive bidding as an "Extraordinary Unspecifiable Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law because this service is specialized and qualitative in nature requiring expertise, extensive training and proven reputation.

3. A notice of this action shall be published in the official newspaper of the Authority.

THE BORDENTOWN SEWERAGE AUTHORITY

By: *M. Ellen Gulbinsky*  
M. Ellen Gulbinsky, Chairwoman

ATTEST:

*Joseph R. Malone, III*  
Joseph R. Malone, III, Secretary

I have reviewed this resolution and the certificate of availability of funds and am satisfied that an appropriate certificate of availability has been provided.

*Anthony T. Drollas, Jr.*  
Anthony T. Drollas, Jr., Esquire  
General Counsel

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, Elizabeth J. Kwelty, Administrative Manager and Certifying Finance Officer of The Bordentown Sewerage Authority, do hereby certify, pursuant to the rules of the Department of Community Affairs, Division of Local Government Services (N.J.A.C. 5:34-5.1 et seq.), that there are available adequate funds for the following proposed contract:

CONTRACT:	Imaging System Software Onsite Maintenance Support
CONTRACT NUMBER:	2022-C3
CONTRACTOR:	Kyocera Document Solutions NY Metro, Inc.
CONTRACT AMOUNT:	\$6,817.50
BUDGETARY LINE ITEM:	01-001-610I

I certify that the same funds have not been certified as available for more than one pending contract.

12/20/21  
Date

  
\_\_\_\_\_  
Elizabeth J. Kwelty  
Certifying Finance Officer



KYOCERA Document Solutions New York Metro, Inc.

225 Sand Road, Suite 100  
Fairfield, NJ 07004-0008  
(800)347-0233

## Digital Systems Maintenance Agreement

Company: Bordentown Sewerage Authority Telephone: (609) 291-9105  
Address: 954 Farnsworth Ave. Bordentown, NJ 08505  
Amount Due: \$6817.50 (tax exempt) Effective from: 01/01/22 to 12/31/23  
System Location: Same as above

Kyocera Document Solutions NY Metro Inc. formerly Duplitrion, Inc. agrees in return for the payment of the amounts set forth hereinafter to provide onsite support and parts replacement for 12 months of service.

1. For Hardware: to perform warranty parts replacements, emergency repairs, adjustments, and other service to hardware necessary to keep system in good working condition. This does not include installation, setup, testing of new equipment or non-warranty parts. See Schedule B.
2. All supports stated above will be performed between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. All requests for service will be answered by a return call within four business hours. On-site support, as required, will be furnished within one business day. All calls will be billed in 15-minute increments, with a minimum charge of one hour for on-site support, as well as a 45-minute travel charge.
3. Kyocera Document Solutions NY Metro, Inc. Shall be relieved of all responsibilities and obligations under this contract, if repair or service work is performed on the system by anyone other an authorized representative of this company.
4. Kyocera Document Solutions NY Metro Inc. Shall be relieved of all responsibilities and obligations under this contract if any changes are made to the software by anyone other than an authorized representative of this company. This includes adding additional applications to the system without prior written approval of Kyocera Document Solutions NY Metro, Inc will be available to advise and/or assist you if this need arises.
5. Customer acknowledges that Kyocera Document Solutions NY Metro, Inc. has advised them of the backup procedures and system administrator responsibilities that must be performed for data security in the event of a catastrophic equipment malfunction. Kyocera Document Solutions NY Metro, Inc. will be relieved of all responsibilities and obligations under this Agreement, if the required backup procedures are not followed.
6. Duties of the Corporation: Kyocera Document Solutions NY Metro, Inc. hereby promises that it shall provide maintenance to the customer on a timely basis and in a professional manner.



7. Duties of Customer: Customer shall provide an adequate working area for the system and maintenance, and convenient access to "modem capable" phone line at the system.
8. Renewal: This Agreement shall be renewable automatically upon its expiration, unless either Kyocera Document Solutions NY Metro, Inc. notifies the Customer, or the Customer notifies Kyocera Document Solutions NY Metro, Inc. of its intention not to renew this Agreement at least thirty (30) days prior to its expiration.
9. Annual Fees: The Customer shall pay to Kyocera Document Solutions NY Metro, Inc. an annual fee, as outlined herein. The first annual fee shall be payable to Kyocera Document Solutions NY Metro, Inc. by the effective date of this Agreement. Services performed that are not covered by this Agreement shall be billable at the rate of \$165.00 per hour. Parts not covered by this Agreement will be billed at current pricing.
10. Additional Charges: Kyocera Document Solutions NY Metro, Inc. shall charge Customer an additional amount for devices, special programs, and services other than those normally provided to Customer by Kyocera Document Solutions NY Metro, Inc. under this Agreement. Services may include, but are not limited to: extended hours coverage, priority response and other specialized services.
11. Software License Agreement: A Software License Agreement for all software products covered under this Agreement must be in effect without default on the part of any party prior to signing this Agreement.
12. Price Change: Kyocera Document Solutions NY Metro, Inc. may change the prices and/or terms and conditions at time of annual renewal, upon forty-five (45) days written notice to the Customer. If any change is unsatisfactory, the Customer may cancel this Agreement upon at least thirty (30) days written notice.
13. Payment: Invoices for this Agreement shall be rendered one (1) month in advance and paid net within thirty (30) days after date of invoice. The invoice will be for the annual charges, plus tax. A late charge will be assessed against and paid by or part thereof (or the maximum legal rate allowed, whichever is less).
14. Limitation on Liability: Kyocera Document Solutions NY Metro, Inc. make no warranty, expressed or implied, with respect to its performance hereunder except as stated above. Kyocera Document Solutions NY Metro Inc. shall have no obligations or liabilities to customer or any other person for any damages, whether direct or incidental damages arising out of, or relating to this Agreement, the service, use or performance of the equipment, or any other manner.
15. Default: If Customer defaults under this Agreement, Kyocera Document Solutions NY Metro, Inc. may:
  - a. Refuse to continue to service the system or,
  - b. Furnish service only a time, travel and material basis, and Customer agrees to pay Kyocera Document Solutions NY Metro, Inc. costs and expenses of collection, including reasonable attorney's fees.
16. Governing Law: The construction and interpretation of this Agreement and performance hereunder shall in all respect be governed by the laws of the State of New Jersey without regard to principles of conflicts of law.



- 17. Assignment: Neither this Agreement, nor any right hereunder nor interest herein, may be assigned by either party.
- 18. Entire Agreement: This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms. There are no understandings, representations or agreements other than those set forth herein. This Agreement shall not be amended or altered, except in writing signed by the authorized representatives of the parties.
- 19. Non-Waiver: The failure by Kyocera Document Solutions NY Metro, Inc. either to insist upon strict performance of any provision of this Agreement or the procedures, or to exercise any right in any one or more instances or circumstances, shall not be construed as refusal or deemed a custom or practice contrary to any such provision.
- 20. In WITNESS WHEREOF the parties hereto have each executed this Agreement by their duly authorized representatives.

**Customer Acknowledgement**

**Kyocera Document Solutions Representative**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By:   
Authorized Signature

*Shen Deslante*  
Name (print or type)

*Project Manager*  
Title

*10/11/21*  
Date



**Bordentown Sewerage Authority  
Digital Systems Maintenance Agreement**

**SOFTWARE  
Schedule A**

**System Serial Number: Legato 1039650**

<b>Account Name: Bordentown Sewerage Authority</b>		
<b>Account Address 954 Farnsworth Avenue</b>		
<b>City: Bordentown</b>	<b>State: NJ</b>	<b>Zip: 08505</b>
<b>System Administrator: Elizabeth Kwelty</b>		
<b>Telephone: (609) 291-9105</b>	<b>Fax: (609) 291-9079</b>	
<b>Email address:</b>		
<b>Equipment Location: same as above</b>		

<i>Software Description</i>	<i>Serial Number</i>	<i>Model Number</i>
ApplicationXtender Ver. 20.3	1041357	20.4 Service Pack 2019 Server onsite
Web Access, Services, Rendering Server		
AX License Server		
Captiva Cloud Runtime		

Comments:

---

---

---



**Customer Acknowledgement**

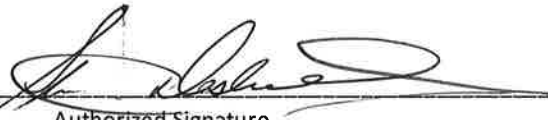
**Kyocera Document Solutions Representative**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By:   
Authorized Signature

*Sam Desbouché*  
\_\_\_\_\_  
Name (print or type)

*Project Manager*  
\_\_\_\_\_  
Title

*10-11-21*  
\_\_\_\_\_  
Date



**Bordentown Sewerage Authority  
Digital Systems Maintenance Agreement**

**SOFTWARE  
Schedule B**

**System Serial Number: 2157724**

<b>Account Name: <i>Bordentown Sewerage Authority</i></b>		
<b>Account Address 954 Farnsworth Ave</b>		
<b>City: Bordentown</b>	<b>State: NJ</b>	<b>Zip: 08505</b>
<b>System Administrator: Elizabeth Kwelty</b>		
<b>Telephone: (609) 291-9105</b>	<b>Fax: (609) 291-9079</b>	
<b>Email address:</b>		
<b>Equipment Location: same as above</b>		

<i>Hardware Description</i>	<i>Serial Number</i>	<i>Quantity</i>	<i>Model Number</i>
Plasmon M20J Jukebox	Disabled	0	0

Comments:

---

JukeBox M20J is no longer in service for current AX Version 20.3 Service pack 20.4

---





**Customer Acknowledgement**

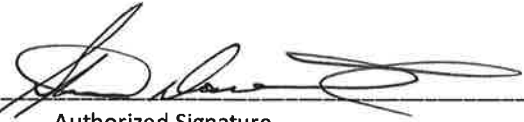
**Kyocera Document Solutions Representative**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By:  \_\_\_\_\_  
Authorized Signature

*Stam Jestrocha*  
\_\_\_\_\_  
Name (print or type)

*Project Manager*  
\_\_\_\_\_  
Title

*10-11-21*  
\_\_\_\_\_  
Date