



Contract Title:	Network Infrastructure Consulting and Data Maintenance Services
Contract Number:	BID22002
Authorizing Resolution:	146-5.22
Authorizing Amount:	Category 1 (Hourly Services for Consulting/Labor) – not-to-exceed \$150,000.00 Category 2 (Network Related Licensing) – not-to- exceed \$150,000.00 Category 3 (Managed Services), exclusive of capital projects – not-to-exceed \$750,000.00 Total – not-to-exceed \$900,000.00
Notice of Award Date:	
Notice to Proceed Date:	May 1, 2022 (Contract Start Date)
Contract Term:	May 1, 2022 – April 30, 2027 Five Years (Number of Years)
Optional Extension Period:	N/A
Municipal Representative:	Mike Grasso, Systems Analyst (Name) (732) 247-0922 x 237 mgrasso@northbrunswicknj.gov (Number / Email)
Contractor Representative:	Abdul Rehman Hassan IT Network Solutions (Name) (732) 823-1530 abdulh@itnsusa.com (Number / Email)

THIS AGREEMENT, including all Sections which are incorporated herein and made a part hereof, dated on May 1, 2022 is made between the Township of North Brunswick with offices located at 710 Hermann Road, North Brunswick, New Jersey 08902 hereinafter referred to as "Township" or "Owner"; and IT Network Solutions with offices at 86 Haypress Road Cranbury, NJ 08512 hereinafter referred to as "Contractor" or "Vendor" and identified individually and collectively as the "Party" or "Parties".

RECITALS

WHEREAS, the Vendor has exclusive knowledge, possession, ability and ownership of certain equipment, licenses, applications related to providing network infrastructure consulting and data support services (hereinafter "the Network"); and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

DEFINITIONS:

In this Agreement, the words and phrases below shall have the following meanings:

“Confidential or Private Information” means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person’s business or methods of operation or concerning any of such Person’s suppliers, licensors, licensees, Townships or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

Matters of a business nature, including but not limited to information relating to development plans, costs, finances, data, procedures, business opportunities, methods, plans and strategies, the costs of proposed work, installation, materials or components, the prices such Person obtains or has obtained from its clients or the Township, at which such Person sells or has sold its services; and

Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes and compilations of information.

Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.

“Equipment” means any and all equipment, components, products, software and other tangible and intangible property relating to the Township’s Network.

“Township Project Manager” means the project manager appointed by the Township in accordance with this Agreement, which shall be an Authorized Employee and shall be responsible for overseeing the installation through the implementation of the Network, and which manager shall have the power and authority to make management decisions relating to the Township’s obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Township’s organizational structure that may require approval by the Township Counsel.

“Vendor Project Manager” means the project manager appointed by Vendor in accordance with this Agreement, who shall be responsible for providing proposals for the recommendations, configurations, installation and final implementation of Network hardware and software, and who shall have the power and authority to make management decisions relating to Vendor’s obligations pursuant to this Agreement, including but not limited to change-order authorizations.

TERM:

The five-year contract term shall commence May 1, 2022.

SERVICE:

Vendor shall provide services outlines in accordance with the terms and provisions set forth in the Proposal and Specifications included within this RFP. With respect to the recommendations, configurations, installation and final implementation on the part of the Vendor, the Township shall have the right and obligation to review and accept.

CONTRACT DOCUMENTS:

The Contract Documents which comprise this Agreement between the Owner and Contractor are attached hereto and made a part hereof and consist of the following Sections:

1. This Agreement (Contract)
2. Documents - including Instructions and Specifications
3. Contractor’s Submission - including any Manufacture Material
4. Agreed Clarification Statements / Drawings
5. Resolution of the Township Authorizing Award of Contract
6. Notice of Award
7. Executed Checklist Documents
8. Notice to Proceed
9. Correspondence Relating to Contract Terms
10. Change Orders / Amendments

CONTRACTOR'S RESPONSIBILITIES:

1. To furnish all material, to fully and faithfully perform and execute all work in accordance with the Contract Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of printed forms in accordance with the Bid Specifications at the prices listed in the proposal submitted.
2. The contractor represents that it has or will secure at its own expense all personnel, equipment, materials, books, secretarial services, utilities and other materials in providing services under this contract. Such personnel shall not be employees of or have any contractual relationship with the owner. All services required hereunder will be performed by the contractor or under the contractor's supervision where a subcontractor is so authorized.
3. To designate a person to act as the "Contractor Representative" with respect to the work to be performed under this contract with such individual to have full authority to act on behalf of the contractor.
4. To stand ready to explain and defend, under the terms of this contract, the compensation presented and all work completed.
5. To provide, at the request of the owner, such supplementary proposals as may be requested.
6. To arrange for the Township to examine all cost records relating to the work provided.

TOWNSHIP RESPONSIBILITIES:

1. To provide the Contractor with full information as to North Brunswick's requirements and with full access to information, records, and location(s) as necessary to complete the work provided under the terms of this contract.
2. To designate a person to act as the "Municipal Representative" with respect to the work to be performed under this contract with such individual to have full authority to act on behalf of the Township.
3. To authorize and direct committees, employees, and agents of the Township to consult with the contractor upon the request of the contractor as to any and all matters relating to the work under the terms of this contract.
4. In general, all goods and/or services provided under this Agreement are expected to be performed in a professional and timely manner. If any deficiency from this standard is noted, the Municipal Representative shall communicate to the contractor in writing and work towards necessary action to cure such deficiency, up to presenting findings to the governing body that may lead to termination of the contract.

OWNERSHIP OF DOCUMENTS:

All plans, specifications, reports and other documents provided and submitted to the Township under this contract shall remain with the Township for use in current or future programs. Unless the owner directs otherwise, the contractor shall provide one (1) reproducible record set of reports and documents. At the completion of work or in the event of termination, all work sheets and internal office communications of the contractor, including drawing, calculations, field notes and memoranda are and shall remain the property of the contractor, as instruments of work provided. The owner, at its expense, may obtain reproducible record prints of any reports, drawings and copies of

any and all documents. The contractor will provide the owner, or its representatives, access to files during normal working hours for the purpose of determining the extent of necessary duplication.

CHANGES AND AMENDMENTS:

The contractor or owner may recommend, from time to time, changes in quantities, work performed, services rendered, materials, supplies or equipment delivered or provided under the terms of the contract. Such changes shall be authorized and follow the procedures established under the Local Public Contracts Law Application of N.J.A.C. 5:30-11.1 et seq. "Change Orders and Open-End Contracts". No amendment which increases contract quantities or changes the amount authorized shall be valid or binding upon the owner until duly authorized by formal action of the governing body. The governing body shall be required to authorize all change orders, except that minor modifications that result in no increase to the authorization may be negotiated with the municipal representative.

CONTRACT EXTENSION:

Any contract for services other than professional services and other contracts awarded pursuant to New Jersey Public Contract Law N.J.S.A. 40A:11-15 et seq., the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year, extensions, subject to the following limitations: a. The contract shall be awarded by resolution of the governing body upon a finding by the governing body that the services are being performed in an effective and efficient manner; b. No such contract shall be extended so that it runs for more than a total of five consecutive years; c. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. The terms and conditions of the contract remain substantially the same. The index rate for this contract shall mean the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

TERMINATION FOR CAUSE:

Either Party may terminate this Agreement with cause upon providing ninety (90) days' prior written notice to the other Party. Cause for termination shall be defined as the repeated and persistent failure of one Party to address any deficiency in expected services and after a public presentation to the Governing Body, and the Governing Body's inability to resolve such deficiency. Notices relating to termination shall be sent by certified mail, return receipt requested, to the attention of the Township Business Administrator – Purchasing Division and Contractor, respectively, as the addresses set forth hereinbelow.

CONFIDENTIALITY:

During the term of this Agreement, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return

to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

FORMAL NOTICES:

All formal notices issued under the terms of this instrument shall be given and shall be complete by mailing such notices by certified or registered mail, to the address of the following parties as shown:

Township of North Brunswick
710 Hermann Road
North Brunswick, NJ 08902
Attn: Justine Progebin, Business Administrator

With a copy to: Ronald H. Gordon, Esq.
Rainone Coughlin Minchello
555 US Highway One South, Suite 440
Iselin, NJ 08830

AND

IT Network Solutions
86 Haypress Road
Cranbury, NJ 08512

COMPLIANCE WITH THE LAWS:

Each party hereto covenants and agrees to comply with local, State and Federal laws, rules and regulations applicable to this Agreement. In addition, it is agreed and understood that each party shall be governed by the rights and obligations contained within this Agreement as required in accordance with the laws of the State of New Jersey. The terms as used in this Agreement can be further defined pursuant to the Local Public Contract Law N.J.S.A. 40A:11-2 et seq., unless the context otherwise indicates.

OTHER REPRESENTATIONS:

1. The Contract Documents constitute the entire agreement between owner and contractor and may only be altered, amended or repealed by a duly executed written instrument.
2. Neither the owner nor contractor shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, contractor shall not assign any moneys due or to become due without the prior written consent of owner.

3. The owner and contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
4. The terms and conditions outlined within the Township's bid documents shall prevail over any conflicts set forth in the contractor's proposal submission.
5. Partial Invalidity. If any provision of this Agreement shall be adjudicated by a court of competent jurisdiction as invalid, unenforceable or inapplicable with respect to any party herein, the remainder of this Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and be endorsed to the fullest extent permitted by Law.
6. Survival of Obligations. Each party's obligations shall survive the expiration or earlier termination of this Agreement.

ORAL MODIFICATION:

This Contract may not be modified or changed orally.

AUTHORIZATION OF CONTRACT:

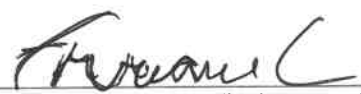
This Contract has been authorized by Resolution of the governing body of North Brunswick adopted at a meeting of the Mayor and Township Council of the Township of North Brunswick held on May 2, 2022.

ATTEST:



Lisa Russo, Clerk

TOWNSHIP OF NORTH BRUNSWICK



Mayor Francis "Mac" Womack, III

ATTEST:



Witness

IT NETWORK SOLUTIONS