

# RESOLUTION

No. 13-383

Date of Adoption JUN 20 2013

Approved as to Form and Legality

*Cynthia A. Amara*  
Acting City Attorney

Factual content certified by

*Luis Mollinedo*  
Title: LUIS MOLLINEDO, DIRECTOR

Councilman /woman \_\_\_\_\_

presents the following Resolution:

**RESOLUTION AWARDDING A CONTRACT TO HARRIS COMPUTER SYSTEMS, 1010 WSW LOOP 323, TYLER, TEXAS 75701 TO PROVIDE APPLICATION SOFTWARE MAINTENANCE AND SUPPORT FOR THE INHANCE UTILITY SYSTEM FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF TRENTON WATER UTILITY SYSTEM: FOR A PERIOD OF FIVE (5) YEARS IN THE AMOUNT NOT TO EXCEED \$259,044.00 -CC2013-01**

**WHEREAS**, Resolution Number 04-272 authorized the utilization of competitive contracting in lieu of public bidding for the application software maintenance and support for the inhanche utility system for the Department of Public Works, Trenton Water Utility pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1; and

**WHEREAS**, on March 28, 2013 one (1) proposal was received and evaluated based on criteria that included experience, references, understanding of requirements and cost; and

**WHEREAS**, the proposal of Harris Computer Systems, 1010 WSW Loop 323, Tyler, TX 75701 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

**WHEREAS**, said proposal is for an amount not to exceed \$259,044.00 for the period beginning April 1, 2012 through March 31, 2017; and

**WHEREAS**, funds in the amount of \$42,432.00 have been certified to be available in account 2-05--55-5500-866, \$46,674.00 have been certified to be available in account 3-05--5500-866; \$51,341.00 in account 4-05--55-5500-866; \$56,475.00 in account 5-05--55-5500-866; \$62,122.00 in account 6-05--5500-866 for the amount not to exceed \$259,044.00 for a period of five (5) years.

**NOW, THEREFORE IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract in an amount not to exceed \$259,044.00 to provide application software maintenance and support for the inhanche utility system for the Department of Public Works, Trenton Water Utility.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BETHEA	✓				MCBRIDE	✓				HOLLY WARD	✓			
CALDWELL	✓				MUSCHAL	✓								
WILSON	✓													
CHESTER	✓				REYNOLDS JACKSON	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JUN 20 2013

*Phyllis Halpern*  
President of Council

*Lena Paylor*  
City Clerk

**CITY OF TRENTON, NEW JERSEY**  
**BID NO. CC-2013-01**  
**RES. NO. 13-383**

This Agreement, entered into this 21<sup>st</sup> Day of JUNE 2013 between the City of Trenton, a municipal corporation of the State of New Jersey, and **HARRIS COMPUTER SYSTEMS, 1010 WSW LOOP 323, TYLER, TX 75701** (hereinafter referred to as "Contractor"), witnesseth that:

**WHEREAS**, Contractor has bid, proposed or offered to furnish and deliver to the City of Trenton the materials, supplies and/or to perform the services described below for the sum not to exceed **\$259,044.00** and for a period of Five (5) Years beginning June 21, 2013 through June 23, 2017.

**NOW, THEREFORE**, in consideration of the premises and of the payment by the City of Trenton to Contractor for the sum not to exceed **\$259,044.00**; and for a period beginning June 21, 2013 through June 23, 2017, at a cost both parties agree as follows:

**FIRST**, Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**TO PROVIDE APPLICATION SOFTWARE MAINTENANCE AND SUPPORT FOR THE ENHANCE UTILITY SYSTEM FOR THE DEPARTMENT OF PUBLIC WORKS, TRENTON WATER UTILITY**

**RESOLUTION NUMBER: 13-383**

for the sum not to exceed at a cost of **\$259,044.00** and for a period of Five (5) Years beginning June 21, 2013 through June 23, 2017 contingent upon the availability of sufficient funds and the adoption of the temporary or final budget for year 2014, 2015, 2016 and 2017 in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution included above and is incorporated by reference, for the above stated articles and/or services which said terms and specifications, and the offer or proposal of Contractor, although not annexed hereto, are incorporated herein by reference and made a part of this contract; and to that end, will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

**SECOND**. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

**THIRD**. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

**FOURTH**. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety, and if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for

sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

- e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:
  - 1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
  - 2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or
  - 3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)
- f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)
- g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)
- h. 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. (N.J.A.C. 17:27-5.3) (a) (3)
- i. 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, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)
- j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:21) (a)
- k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract

or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

Attest: Leona Baylor  
City Clerk  
Leona Baylor, RMC

CITY OF TRENTON  
Tony F. Mack  
Tony F. Mack, Mayor

**HARRIS COMPUTER SYSTEMS, 1010 WSW LOOP 323, TYLER, TX 75701**

Attest: \_\_\_\_\_  
Secretary

[Signature]  
President

**CITY OF TRENTON  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF WATER  
TRENTON, NEW JERSEY**

**REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS**

Competitive Contracting Proposals for the above listed services are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

**SOFTWARE MAINTENANCE AND SUPPORT FOR INHANCE UTILITY SYSTEM**

The City of Trenton, NJ will be accepting proposals from vendors interested in providing continued application software maintenance and support for the InHance Utility System for the Department of Public Works, Division of Water.

**SCOPE OF SERVICES**

The service to be provided is software maintenance and support for the InHance System which is a Utility Customer Service, Billing and Work Order System.

1. To provide support to the users of the system.

**EVALUATION CRITERIA**

Proposals for the above listed services are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. The following criteria are being utilized as the basis for the award of services:

- A. Ability to perform the required services.
- B. Extensive knowledge of the subject matter to be addressed under the contract.
- C. Compensation proposal.
- D. Past performance.

**DURATION OF CONTRACT**

Proposals for the above will be for a period of five (5) years.

City of Trenton/Trenton Water Works  
Proposal Form

Annual Application Maintenance and Support pricing for five (5) years:

Year 1

4/1/12-3/31/13 \$ 42,432.00

Year 2

4/1/13-3/31/14 \$ 46,674.00

Year 3

4/1/14-3/31/15 \$ 51,341.00

Year 4

4/1/15-3/31/16 \$ 56,475.00

Year 5

4/1/16-3/31/17 \$ 62,122.00

COMPANY: N. Harris Computer – inHANCE Division

ADDRESS: 1010 WSW Loop 323

ADDRESS: Tyler, TX 75701

FED. ID #

NAME: Valley Ponder Wright, Jr

TELEPHONE: 888-869-8222, ext 201.

FAX :

EMAIL pwright@harriscomputer.com

DATE 3/26/2013

SIGNATURE 