RESOLUTION

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 ET SEQ TO HARRIS COMPUTER INHAANCE DIVISION, 1010 WEST SOUTHWEST LOOP #323, TYLER, TEXAS 75701-9415 TO UPGRADE THE APPLICATION SOFTWARE, MAINTENANCE AND SUPPORT FOR INHAANCE COMPUTER SYSTEMS IN AN AMOUNT NOT TO EXCEED $188,270.00- CC2018-01B

WHEREAS, Resolution Number 17-795, dated December 07, 2017 authorized the utilization of competitive contracting in lieu of public bidding to Upgrade the Application Software, Maintenance and Support for Inhaance Computer Systems for the Department of Public Works, Trenton Water Utility, Water Billing Office as required pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1 et. seq.; and

WHEREAS, a Request for Competitive Contracting Proposal was advertised and one (1) proposal was received on January 23, 2018 and was evaluated based on criteria that included experience and qualifications, quality of technical proposal, price proposal and responsiveness to the specifications; and

WHEREAS, the proposal of Harris Computer Inhaance Division, 1010 W. Southwest Loop #323, Tyler, TX 75701-9515 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed $188,270.00 shall be available in the following account number(s): 8-05- -55-5500-866 ($188,270.00).

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 with Harris Computer Inhaance Division, 1010 West Southwest Loop #323, Tyler, Texas 75701-9415 to Upgrade the Application Software, Maintenance and Support for Inhaance Utility, for the City of Trenton, Department of Public Works, Trenton Water Utility, Water Billing Office in an amount not to exceed $188,270.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.

3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk’s Office.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on MAR 1 5 2018

President of Council

City Clerk
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2018-01B
RESOLUTION 18-136

THIS CONTRACT, made this 16TH day of MARCH 2018 by and between the CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 a Municipal Corporation of the State of New Jersey, ("City") and HARRIS COMPUTER INHANCE DIVISION, 1010 WEST SOUTHWEST LOOP #323, TYLER, TEXAS 75701-9415 ("CONTRACTOR"

WHEREAS, the City has a need for PROFESSIONAL SERVICES to Upgrade the Application Software, Maintenance and Support for Inhance Computer Systems for the City of Trenton, Department of Public Works, Trenton Water Utility, Water Billing Office.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES:

The City agrees to retain HARRIS COMPUTER INHANCE DIVISION, 1010 WEST SOUTHWEST LOOP #323, TYLER, TEXAS 75701-9415 hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Public Works, Trenton Water Utility, Water Billing Office.

Scope of Services
Attached See Scope of Services

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of period one (1) year in an amount not to exceed $188,270.00.

2. COMPENSATION:

(a) All work performed by the Contractor is a continuance to complete the project.
(b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

3. STATUS OF CONTRACTOR:
It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

4. NOTICES: Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

5. INTEGRATION: Resolution #18-136 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the
execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Public Works.

6. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

7. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

8. **MISCELLANEOUS PROVISIONS:**

   a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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. 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;

   b. Contractor, 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, sex, gender identity or expression, affectional or sexual orientation.

   c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

   d. Contractor, where applicable, agrees to attempt to schedule 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, amended and supplemented from time to time.

   e. Contractor, where applicable, 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, sex, gender identity or expression, affectional, sexual
orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

f. Contractor, where applicable, 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, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code [N.J.A.C. 17:27].

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.


3. An initial employee information report (Form AA #302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

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HARRIS COMPUTER INHANCE DIVISION,
1010 WEST SOUTHWEST LOOP #323,
TYLER, TEXAS 75701-9415

Seal: ____________________________

Attest: ___________________________

DATE 4-10-18

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

STATE OF TEXAS
COUNTY OF

The foregoing instrument was acknowledged before me this day of , 20__.

Notary Public's Signature ____________________________

My Commission Exp. 10-15-19

Notary Name ____________________________

Notary Public's Seal ____________________________

STATE OF TEXAS
EXPIRES 10-15-2019
TRENTON WATER WORKS
TO UPGRADE THE SOFTWARE APPLICATION FOR THE INHANCE HARRIS COMPUTER SYSTEM

Purpose and Overview
The City of Trenton, Department of Public Works, Trenton Water Works (TWW or Utility) and the City of Trenton (OWNER) is soliciting sealed Competitive Contracting Request for Proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for the purpose of obtaining responsive proposals from responsible Respondents to furnish, install and maintain Harris inHANCE Impresa Version 4 which is the upgrade from the Harris inHance/iCIS application which the City of Trenton currently utilizes.

Scope of Proposal
- Vendor must itemize all charges on the proposal page
- Vendor must specify all enhancements provided by upgrading to Harris inHANCE Impresa Version 4
- Vendor must specify minimum computer systems requirements to assure that Impresa without noticeable deprivation of data retrieval or the displaying of information.

Scope of Services
- To Upgrade the InHANCE ICIS System to the InHANCE Impresa System.

Application Requirements
- Will install quickly and seamlessly;
- Can be easily maintained and administered by the City MIS Department or its Agents;
- Is open-ended to easily integrate with other City applications;
- Will provide enhanced reporting capability;
- Can handle the complexity of the Utility's rate structure;
- Will be flexible enough to grow with technology enhancements;
- Will support current distribution system of approximately 62,500 customers with the ability to expand
- Must be customizable to fit user needs