RESOLUTION

No. 18-2

Date of Adoption: JAN 16 2019

Factual content certified by:

WALTER D. DENSON, ESQ. CITY ATTORNEY

TERRY K. MCEWEN, BUSINESS ADMINISTRATOR

Councilman presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO EDMUNDS & ASSOCIATES, INCORPORATED, 301A TILTON ROAD, NORTHFIELD, NEW JERSEY 08225 TO PROVIDE CONTINUED APPLICATION SOFTWARE SUPPORT AND MAINTENANCE FOR THE EDMUNDS & ASSOCIATES FINANCIAL PACKAGE, H/W PERSVASIVE SQL III AND MCSAX/SBX/UA SYSTEMS UPGRADES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY IN AN AMOUNT NOT TO EXCEED $22,260.00 – RFP: 2017-38

WHEREAS, the City has a need for continued application software support and maintenance for the Edmunds & Associates Financial Package, H/W Pervasive SQL III and MCSAX/SBS/UA Systems Upgrades for the Department of Administration, Division of Information Technology; and

WHEREAS, a request for proposal was advertised and one (1) proposal was received on November 28, 2017 and was evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Edmunds & Associates, 301A Tilton Road, Northfield, NJ 08225 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 $22,260.00 is available in account number(s) 08-01-25-2540-290 ($11,130.00) contingent upon adoption of FY’2018 final budget commencing on January 1, 2018 through June 30, 2018; 9-01-25-2540-290 ($11,130.00) July 1, 2018 through December 31, 2018 contingent upon the adoption of FY’2019 temporary and or final budget.

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 Edmunds & Associates, 301A Tilton Road, Northfield, NJ 08225 in an amount not to exceed $22,260.00.

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.

<table>
<thead>
<tr>
<th>Aye</th>
<th>Nay</th>
<th>Abstain</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>BETHEA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CALDWELL WILSON</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HARRISON</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOLLY WARD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSCHAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REYNOLDS JACKSON</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHESTER</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JAN 16 2019

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RE-ADVERTISEMENT FOR RFP # 2017-38
RESOLUTION # 18-2

THIS CONTRACT, made this 19th day of JANUARY 2018 by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, ("City") 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 and EDMUNDS & ASSOCIATES, INCORPORATED, 301A TILTON ROAD, NORTHFIELD, NEW JERSEY 08225 ("CONTRACTOR"

WHEREAS, the City has a need for CONTINUED APPLICATION SOFTWARE SUPPORT AND MAINTENANCE for the Edmunds & Associates Financial Package, H/W Pervasive SQL III and MCSAX/SBS/UA Systems Upgrades for the City of Trenton, Department of Administration, Division of Information Technology.

WHEREAS, Contractor agrees to provide CONTINUED APPLICATION SOFTWARE SUPPORT AND MAINTENANCE for the Edmunds & Associates Financial Package, H/W Pervasive SQL III and MCSAX/SBS/UA Systems Upgrades for the City of Trenton, Department of Administration, Division of Information Technology in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. CONTINUED APPLICATION SOFTWARE SUPPORT AND MAINTENANCE: The City agrees to award a contract to Edmunds & Associates, Incorporated, 301A Tilton Road, Northfield, New Jersey 08225 for the City of Trenton, Department of Administration, Division of Information Technology.

SCOPE OF WORK

Client Support Services
- Staffed with Certified Finance Officers & Tax Collectors
- All staff complete Rutgers University Governmental Courses
- Phone support with priority resolution escalation
- Remote desktop access for support inquiries & resolution
- E-mail & chat for support inquiries
- Technical issue resolution for MCS software operation
- MCS report printing resolution

Software Updates & New Products
- Client polling for Software Enhancements
- Software system enhancements at no additional cost
- State mandated changes at no additional cost
- Federal mandated changes at no additional cost

Client Support Website Access
- Knowledge base & FAQ's
- Helpful hints
- Video tutorials
- User forums
- Software system & technical documentation
Client Services
- More than 200 webinars/video tutorials every year
- E-mail alerts & notification of statutory changes
- End of year documentation and procedures
- FAQ automated responses
- Periodic notifications of quarterly and/or yearly tasks
- Newsletter subscription
- User group virtual webinar meetings at no cost
- 24/7 access to downloadable system patches and updates

2018 ANNUAL SOFTWARE SUPPORT AGREEMENT

SCOPE OF SERVICES
Contractor to provide continued Application Software Support and MCSJ/MCS32/SBx/UAx System upgrades. Contractor shall recommend back-up procedures.

1. Any defects in the MCSJ Application Software as determined by the Contractor will be corrected at no cost to the user provided the said defect is not the result of misuse, operator error, or is beyond the original requirements of the system specifications.

2. The Contractor is responsible for providing software support for application software. This includes all MCSJ/MCS32/SBx/UAx licensed products. Support for third party products, i.e.: Microsoft Office, UCAARS, etc. are not covered under this proposal.

3. Standard telephone support shall be by the Contractor available from 8:00am to 5:00 pm EST, Monday through Friday excluding holidays.

4. The Contractor will provide support, enhancements and instruction for our application software via the Internet.

5. Where applicable, all service of hardware and system software will take place at the client’s site. It is the client’s obligation to provide full and free access to all equipment and system software needing repair. If satisfactory repair cannot take place in a timely fashion, it will be replaced with an equal or better piece of equipment or a loaner will be provided.

6. One client representative will be responsible for contacting Contractor to notify them of a service/support call. The problem will be explained to the Contractor representative and the proper action will be taken.

7. Contractor on any claim shall not exceed the replacement value of the piece of equipment being repaired. In no event shall the Contractor be liable for consequential, incidental, special, or exemplary damages, for loss,
damage or expense directly or indirectly arising from the client’s inability to use the listed equipment.

8. The frequency and requirement of preventive maintenance will be determined by the Contractor and will normally be performed at the same time as remedial maintenance.

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force for a period of one (1) from January 1, 2018 to December 31, 2018 and shall be awarded in an amount not to exceed $22,260.00.

3. **COMPENSATION:** All work performed by the Contractor according to the attached scope of services. The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

In no event during the terms of this Contract, Contractor’s billings shall hereunder exceed the amount set forth in Resolution No. #18-2 which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Public Works, Trenton Water Works.

4. **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.

5. **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.

6. **INTEGRATION:** RFP# 2017-38 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 no party has relied on any such prior representations in entering into this Contract.

7. **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.

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

9. **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.

EDMUNDS & ASSOCIATES, INCORPORATED
301 TILTON ROAD
NORTHFIELD, NEW JERSEY 08225

Seal

Attest:

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

CITY OF TRENTON

ERIC E. JACKSON
MAYOR

03/05/18

DATE

03/02/18

DATE