

# RESOLUTION

19-75

No.

Date of Adoption

FEB 21 2019

Approved as to Form and Legality

JOHN MORELLI, CITY ATTORNEY

Councilman /woman

Factual content certified by

ADAM E. CRUZ, INTERIM ACTING BUSINESS ADMINISTRATOR

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 PERVERSIVE 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 -RFP2019-02**

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 January 15, 2019, and was evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the sole 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) 9-01-25-2540-290 (\$11,130.00) commencing on January 1, 2019 through June 30, 2019; 0-01-25-2540-290 (\$11,130.00) July 1, 2019 through December 31, 2019 contingent upon adoption of FY'2019 and FY'2020 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.

	Ave	Nay	Abstain	Absent		Ave	Nay	Abstain	Absent		Ave	Nay	Abstain	Absent
BLAKELEY					MUSCHAL					MCBRIDE				
CAL DAFI					RODRIGUEZ									
WILSON					VALIHN									
HABRISON														

This Resolution was adopted at a Meeting of the City Council of the City of Trenton, on

*Kathy McBride*  
President of Council

City Clerk

FEB 21 2019

**PROFESSIONAL SERVICES CONTRACT**

**RFP2019-02  
RESOLUTION 19-75**

THIS CONTRACT, made this **22<sup>ND</sup>** day of **FEBRUARY 2019** 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 **EDMUND'S & ASSOCIATES, INCORPORATED, 301A TILTON ROAD, NORTHFIELD, NEW JERSEY 08225** ("CONTRACTOR").

WHEREAS, the City has a need for **TO PROVIDE CONTINUED APPLICATION SOFTWARE SUPPORT AND MAINTENANCE FOR THE EDMUND'S & ASSOCIATES FINANCIAL PACKAGE, H/W PERVERSIVE SQL III AND MCSAX/SBX/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 EDMUND'S & ASSOCIATES FINANCIAL PACKAGE, H/W PERVERSIVE SQL III AND MCSAX/SBX/UA SYSTEMS UPGRADES** for the City of Trenton, Department of Administration, Division of Information Technology in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

**CONTINUED APPLICATION SOFTWARE SUPPORT AND MAINTENANCE FOR THE EDMUND'S & ASSOCIATES FINANCIAL PACKAGE, H/W PERVERSIVE SQL III AND MCSAX/SBX/UA SYSTEMS UPGRADES** for The City agrees to retain **EDMUND'S & ASSOCIATES, INCORPORATED, 301A TILTON ROAD, NORTHFIELD, NEW JERSEY 08225** ("the request of and under the general supervision of the City of Trenton, Department of Administration, Division of Information Technology.

**1. SCOPE OF SERVICES**

**SEE ATTACHED SCOPE OF SERVICES**

**DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year from January 1, 2019 to December 31, 2019 in an amount not to exceed \$22,260.00.

2. **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.
3. **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.
4. **INTEGRATION: Resolution #19-75** 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 Administration, Division of Information Technology.

5. **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.
6. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
7. **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.

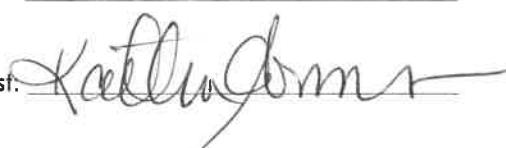
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative 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.
  2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
  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



EDMUND'S & ASSOCIATES INCORPORATED  
301A TILTON ROAD  
NORTHFIELD, NEW JERSEY 08225

3/5/19  
DATE

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

DATE

3/14/19

CITY OF TRENTON



W. REED GUSCIORA, ESQ.

MAYOR

DATE

3-12-19

## 2019 ANNUAL SOFTWARE SUPPORT AND MAINTENANCE SERVICES

The City of Trenton, Department of Administration is requesting sealed proposals from interested respondents through a fair and open process in accordance with N.J.A. 19:44A-20.5 to provide continued application software support and maintenance for the Edmunds and Associates financial package, H/W Pervasive SQL III and MCSAX/SBX/UA System Upgrades for a period of one year.

### SCOPE OF WORK

#### Client Support Services

- Phone support with priority resolution escalation
- E&A is staffed with Certified Finance Officers & Tax Collectors
- Remote desktop access for support inquiries & resolution
- E-mail & chat for support inquiries
- Technical issue resolution for MCSJ software operation
- MCSJ report printing resolution
- Client voting for Software Enhancements in "The Voice" community forum
- Software system enhancements at no additional cost
- State mandated changes at no additional cost
- Federal mandated changes at no additional cost

#### Software Updates, New Products & Development

- MCSJ Enhancements to Version 4.2.2 availability
- MCSJ Fleet Maintenance module availability
- MCSJ Land Management module availability
- Resident Self Service & Employee Self Service Portal Enhancements
- Mobile Apps/Portals - MCSJ My Town, Requisition, Attendance Maintenance, Meter Management, Inspection, Work Order, Permitting Self-Service, Vendor Self-Service Dashboard, Resident Self-Service, Web Inquiry & Payment Portal

#### Client Support Website Access

- Knowledge base & FAQ's
- Helpful hints
- Video tutorials
- 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

## 2019 BACK-UP PROCEDURES

Contractor **must** perform regular backups on your MCSJ database.

The MCSJ database (MCSDB) should be backed up daily to separate media. One for each day of the week. This should not be done while users are in the system.

1. Complete MCSJ directory back up should be done at least weekly.
2. Media (tapes/flash drives/external HD) should be rotated and taken off site.
3. 4. Monthly media should be archived for at least 3 months.