RESOLUTION NO. 2023- 169

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO INITIUM SOFTWORKS, LLC, LAKE MARY, FL, FOR PROVIDING SERVICE HOURS TO ROLL OUT ONBASE TO MORE CITY DEPARTMENTS.

WHEREAS, there exists a need for Service Hours to Roll Out OnBase to More City Departments; and

WHEREAS, the City of Vineland has a need to acquire such service as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will exceed $17,500.00; and

WHEREAS, the Director of Information Services has recommended that a contract be awarded to Initium Softworks, LLC, Lake Mary, FL, for the above services for in an amount not to exceed $73,500.00; and

WHEREAS, Initium Softworks, LLC has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Initium Softworks, LLC has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Initium Softworks, LLC from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Vineland; and

WHEREAS, the availability of funds for said contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that:

1. This contract is awarded without competitive bidding in accordance with 40A:11-5(1)(dd) of the Local Public Contracts Law for the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software.

2. The Purchasing Agent be and the same is hereby authorized to issue contract to Initium Softworks, LLC, Lake Mary, FL, for Service Hours to Roll Out OnBase to More City Departments in an amount not to exceed $73,500.00.

3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and the Determination of Value be placed on file with the Resolution.

4. Notice of this action shall be printed once in the Daily Journal.

Adopted:

_____
President of Council

ATTEST:

_____
City Clerk

REQUEST FOR RESOLUTION FOR CONTRACT AWARDS
UNDER 40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)

03/31/2023
_____
(DATE)

1. Service (detailed description): **OnBase Professional Services**

2. Amount to be Awarded: $ 73,500.00

   ☑ Encumber Total Award
   ☐ Encumber by Supplemental Release

3. Amount Budgeted: $ _____

4. Budgeted: By Ordinance No. _____
   Or Grant: Title & Year _____

5. **Account Number to be Charged: 3-01-20-140-1104-23016, 3-05-55-502-900ξ

6. Contract Period: _____
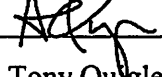
7. Date To Be Awarded: 04/11/2023 _____

8. Recommended Vendor and Address: Initium SoftWorks, LLC- 5th FL

   801 International Pkwy, Lake Mary FL 32746

9. Justification for Vendor Recommendation:(attach additional information for Council review)
   See Agreement #COV20280328A
   _____
   _____
   _____

   ☑ Non-Fair & Open (Pay-to-Play documents required)
   ☐ Fair & Open: How was RFP advertised? See attached documents

10. Evaluation Performed by: IS Division _____

11. Approved by: _____

    Tony Quigley , Director IS Division

12. Attachments:

    ☑ Awarding Proposal
    ☐ Other: _____

- **Send copies to:**
  Purchasing Division
  Business Administration

** If more than one account #, provide break down

ISW | Initium SoftWorks

Professional Services – Block of Hours   St. Contract NO: C23-0072

Section I	Agreement #COV20280328A

Quote Creation Date:	March 28, 2023
Quote Expiration Date:	
Client Name	City of Vineland
Contact Name:	Tony Quigley, Gordon Reed
Client Phone Number:	
Client Email Address:	aquigley@vinelandcity.org; greed@vinelandcity.org
ISW Account Executive:	Larry Schwartz
Requested Project Start Date:	
Product/Services	OnBase Professional Services

Section II – Service Engagement Overview

Description of Request:

Block of ISW Professional Services that may be used at the client's discretion for mutually agreed upon service activities. This can include, but not limited to:

- Business Process Consulting
- OnBase Configuration
- OnBase Knowledge Transfer/Training
- OnBase Custom Development

ISW Deliverables (dependent on type of engagement):

- For consulting/services activities that involve solution design (e.g., workflow, scripting, etc.) a detailed design document will be provided to the customer
- For consulting/services activities that involve issue resolution, a summary of the activities performed to resolve the issue will provided
- For consulting/services activities that involve validation of client developed solution, ISW will review and provide document recommendations
- ISW will provide a summary of each consulting activity to include hours worked and the remaining balance of hours in the consulting block.

Client Deliverables:

- Client SME will be available to work with consultant during engagement
- Access to required UAT, Prod and Dev environments will be provided to ISW as needed
- As required, client will provide available documentation or written outline/overview of designated processes to facilitate consulting efforts.
- All software is current with 3rd party maintenance and software assurance requirements with respective vendors.

Engagement Rules and Assumptions:

- Specific consulting services/activities to be mutually agreed upon prior to initiation of services.
  - Note that consulting services may not be used for the purposes of formalized training.
- All ISW consulting/service activity will be applied toward the block of consulting/services hours purchased. This will include but is not limited to the following:
  - Meetings/Conference Calls
  - Planning Time
  - Design/Implementation effort
  - Development Effort
  - Time to produce any written design documents/deliverables.
  - Travel time
- Date and time for services will be mutually agreed upon between by client and ISW
- Any block of services requiring 8 hours or greater must be scheduled 15 days prior to desired execution date.
- Any block of services requiring 1-7 hours must be scheduled 7 days prior to desired execution date.
- Specific topics and business processes to be reviewed will be mutually agreed upon between client and ISW prior to the engagement
- Client resources will be available to the assigned ISW Consultant during the scheduled engagement
- ISW Consultant will be available to the client during the scheduled engagement
- Some recommendations may require the purchase of additional licensing or software that must be procured from ISW or clients sourcing vendor.
- OnBase ECM and supporting software are on supported releases by the vendors.

Section III - Description/Cost

<u>**Block of Hours**</u> - Please select block of hours for this engagement:

X	Hours Purchased	Rate Per Hour	Total Cost
	<50	$ 325.00	
☐	50	$ 295.00	$ 14,750.00
☐	100	$ 285.00	$ 28,500.00
☐	150	$ 275.00	$ 41,250.00
☐	200	$ 265.00	$ 53,000.00
☐	250	$ 255.00	$ 63,750.00
☒	300	$ 245.00	$ 73,500.00
☐	350	$ 235.00	$ 82,250.00
☐	400	$ 225.00	$ 90,000.00
☐	450	$ 215.00	$ 96,750.00
☐	500	$ 205.00	$ 102,500.00
☐	750	$ 195.00	$ 146,250.00
☐	1000	$ 185.00	$ 185,000.00

Client agrees that the Total Cost, plus taxes applicable thereto, will be invoiced to Client in full by ISW on receipt of the Client-signed copy of this Agreement. Hours required beyond the initial block will be invoiced at $325.00 per hour unless an additional block is purchased. Payment terms will be NET30 from invoice date.

Section IV - Terms and Conditions for Request

The Client hereby agrees to pay the Total Cost and all expenses set forth in this Agreement.

Client agrees to pay reasonable travel and living expenses of ISW employees and ISW authorized contractors who render services at non-ISW locations in connection with the activities described in this agreement. All expenses shall be itemized on invoices submitted by ISW and shall be due and payable upon presentation of each invoice as provided herein.

Any work required to be performed outside 8AM to 5PM ET, Monday through Friday, must be mutually agreed upon and will be consumed at a rate of 1.5 hours for each 1 hour worked. T&M hours performed outside 8AM to 5PM ET, Monday through Friday, will be billed at 1.5 times the hourly rate.

The Hours Purchased must be used within 12 months of the receipt of the Client-signed copy of this agreement. In the event all hours are not consumed prior to expiration, a new purchase of a minimum block of 50 hours will reactivate up to 250 hours of any unused hours for an additional 12 months from date of expiration. The additional block must be purchased within 30 days of expiration to reactivate prior unused hours.

Section V - Client Authorization to Proceed

On the terms and subject to the conditions set forth in this agreement, Client hereby accepts and agree to proceed.

For Client:
City of Vineland

For ISW:
Initium SoftWorks LLC, dba MTS Software Solutions

By:_____

By:_____

Name:_____

Name: _____

Title:_____

Title:_____

Date:_____

Date: _____

C- 45% - $33,075.00

C #: 3-01-20-140-1104-23016

E- 45% - $33,075.00

E #: 3-05-55-502-9008-53016
E930

W-10% - $7,350.00

W #:3-07-55-502-8015-53016