

RESOLUTION NO. 2024- 52

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO INITIUM SOFTWARES, LLC, LAKE MARY, FL, FOR ONBASE AND SHAREBASE RENEWAL.

WHEREAS, there exists a need for OnBase and ShareBase Renewal; 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 Systems has recommended that a contract be awarded to Initium Softworks, LLC, Lake Mary, FL, for OnBase and ShareBase Renewal for the contract period January 1, 2024 to December 31, 2024 in an amount not to exceed \$53,462.65; 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 OnBase and ShareBase Renewal for the contract period January 1, 2024 to December 31, 2024 in an amount not to exceed \$53,462.65.
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)**

1/17/2024
(DATE)

1. Service (detailed description): Initium Softworks OnBase & ShareBase Renewal

2. Amount to be Awarded: \$ 53,462.65

- 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: 4-01-20-140-1104-23016 - \$21,385.06

6. Contract Period: 1/1/2024 - 12/31/2024

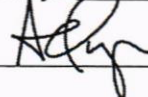
7. Date To Be Awarded: 2/13/2024

8. Recommended Vendor and Address: Initium Softworks LLC - 801 International
Pkwy, 5th FL, Lake Mary, Florida 32746

9. Justification for Vendor Recommendation:(attach additional information for Council review)
See attached renewal quote and contract

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

10. Evaluation Performed by: IS Department

11. Approved by: 

12. Attachments:

- Awarding Proposal
 Other: _____

- Send copies to:
Purchasing Division
Business Administration



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



**Annual Contract
Renewal Agreement
and Service Policies**

2024

**For Client:
City of Vineland**

Overview

Initium SoftWorks, [ISW] (<https://www.ISWhub.com/>) is a certified reseller of software solutions, consulting, and a support organization. We provide companies with software products and services to meet their business needs. This document delineates support, services, rates and policies covered under the maintenance and support renewal period.

Value Offering of ISW Services

ISW has resident expertise in Content Services, Integration, Workflow Automation, Intelligent Data Capture and Custom Development/Extensions leveraging a wide range of technologies. Our value offering is to provide expertise to all our clients, with the objective of business efficiency improvement through information technology. ISW personnel have in-depth consulting and industry experience in the solution and services we provide. It is a requirement of ISW professional services team members to stay current on technology certifications related to these solutions.

Standard Support and Software Maintenance Covered by Contract Renewal:

- ☑ **Software Maintenance and Subscription Fees** – These are fees charged directly by the Software Manufacturer through its Business Partners (**ISW**) to provide updates for same number version, “bug” fixes, and enhancements for its software that are released by the Software Manufacturer during the period of time covered by the Agreement. This fee does not include installation of software, configuring, training, or testing unless one of the optional services are purchased. Software Maintenance and Subscription Pricing does not include the support of custom software modifications. **ISW** will support operational questions regarding the custom code, but any changes or modifications are billable at an hourly rate.

All clients are expected to pay annual maintenance or subscription fee on software that is necessary for the operation of their business. Failure to pay maintenance or subscription annual fees puts a company at risk since technology is constantly changing and evolving. **ISW** policy precludes us from providing software licenses or support to clients who have declined to pay their maintenance or subscription fees.

ISW will offer services to non-maintenance paying clients. However, our policy is to provide services to non-maintenance paying clients strictly in accordance with **ISW's** standard rates and on a time and materials basis.

- ☑ **Standard Support** – This support provides clients access to self-service resources and the **ISW** Support Team for general break-fix solution support. This includes and is limited to:

Services	Included
Access to Vendor Support Portal	✓
Access to Email Support	✓
Access to Phone Support	✓
Remote Access Support	✓

Value: Standard support includes general maintenance activities that are meant to ensure your solution is maintained and operational. You will also be able to request assistance for issues requiring triage or additional issue resolution services.

Vendor Software Support Portal	Access for customers with active software maintenance or subscription agreements. Portal provides access to software information, support, and documentation.
Email Support support@ISWhub.com	Ability to submit support requests via e-mail. Each email request automatically creates a Customer Support request and is managed via our customer support processes.
Phone Support (866) 274-6243	Client only access to remote phone support

Premium Support:

Premium Support, which can be more specifically defined as 'How To/Outsourced Admin' support provides clients access to the ISW Professional Services Team for solutions delivery and consulting-based inquiries on an hourly fee basis.

Services	Available
Consultative Based Assistance	✓
Solution Based Recommendations	✓

* 'How-To Outsourced Admin' Support requires a General Support contract.

Value: Covers activities that are not always known in advance. This support option is considered a value for clients in both the SMB and Enterprise space, recognizing that many clients do NOT have local administrator level expertise relative to the solutions that ISW implements. Support examples are as follows:

- Resolution of user problems
- Help with reconciliation and/or restoring of files
- Explanation of reports, data, screens or features
- Proposing Solutions to user specific issues
- Permissions and security changes
- Onboarding of new users
- Database and/or Document Type changes/creation
- Remote Access Support (Response to technical, application or general questions that are appropriate for resolution in remote access format)

ISW offers clients the option to purchase prepaid 'How To' bundles as well as ad-hoc hourly support per the following:

- * 'How To Outsourced Admin' Support bundle is prepaid and must be used within a 1-year time period from purchase.
- * 'How To Outsourced Admin' Support is billed on an hourly basis and invoiced monthly for those clients that have not purchased a prepaid/discounted bundle of hours.

ISW 'How To Outsourced Admin' Support is available to ISW customers on an hourly basis. Please note that ISW bills in 30 minute minimum increments.

ISW 'How To' Support can be used for ad hoc consultative based requests. An example of an ad hoc support request is calling in and receiving assistance directly without a pre-approved project or Production Change Request (PCR) for the work. The PCR process is used for your team to receive an estimate and options for completing new work requests. All approved PCR requests are scheduled per client requirements. PCR estimates are billable.

Pre-Purchased Premium Support Services Option (Blocks of Hours):

'Premium' support services provide clients access to the ISW Professional Services Team for solution delivery and consulting on an hourly fee basis. These are services provided by ISW technical consultants that cover all non-support or development items that customers wish to engage in. This service can be utilized to augment staff in a system administrator role and/or to provide additional training for new users, modification of the existing solution, extending the solution to other areas or upgrading the solution.

During the period covered by this Renewal Agreement, customers may choose to expand the geography or the business use of the solution or change the design of the application. ISW can perform these services at a significantly discounted rate for customers who wish to pre-purchase this time at the initiation of this support agreement.

DatumSync Integration Platform Program - 2024:

ISW is offering the enterprise version of the flagship IAAS, (Integration As A Service) license for an annual subscription fee of \$14,995, (a discount from MSRP cost of \$24,995. DatumSync is a cloud based, bi-directional, integration platform that can dynamically integrate OnBase and DocuWare to critical Line-of-Business applications such as ERP, Accounting, and other point solution systems

The pre-purchase hourly rates are sold in blocks as follows and only available at time of annual contract renewal:

<u>Hours Purchased</u>	<u>Base Rate Per Hour</u>	<u>Pre-purchased Discounted Rate</u>	<u>Total Cost</u>
50	\$295.00	\$250.75	\$12,537.50
100	\$285.00	\$242.25	\$24,225.00
150	\$275.00	\$233.75	\$35,062.50
200	\$265.00	\$225.25	\$45,050.00
250	\$255.00	\$216.75	\$54,187.50
300	\$245.00	\$208.25	\$62,475.00
350	\$235.00	\$199.75	\$69,912.50
400	\$225.00	\$191.25	\$76,500.00
450	\$215.00	\$182.75	\$82,237.50
500	\$205.00	\$174.25	\$87,125.00

Please contact your account representative or ISW contract administrator (Sheri Lemmon) – slemmon@ISWhub.com to prepurchase hours at time of acceptance of this renewal agreement. Hours used outside normal business hours will be consumed at 1.5 hours per hour used.

Additional services – offers only valid at time of Renewal

- Premium Support
- Pre-purchase Blocks of Hours
- DatumSync Integration

Please add the selected optional services to my contract:

Name: _____

Title: _____

Date: _____

Signature: _____

Standard Professional Services:

ISW understands that you will have needs that are outside the scope of your current supported solution. The process to assist you with these needs may include project-based work and defined within a Statement of Work, [SOW]. If Pre-Purchased hours are NOT purchased at time of contract renewal, the following rates will be used for time and material services:

Service Description with Support Agreement	Hourly Rate
Standard Rates during normal business Hours	\$325.00
Standard Rates <u>after</u> normal business hours that are scheduled (excluding holidays)	\$375.00
Standard Rates for Emergency Services <u>after</u> normal business hours that are NOT scheduled (excluding holidays)	\$450.00
Standard professional services rates for <u>Holiday support</u> :	Contact ISW

NOTE: Base hourly and tiered rates may change during the year.

Travel:

In the event that travel is required, all travel expenses must be pre-approved by **ISW** and client in writing. An invoice for expenses, related to travel, [airfare/travel expense, accommodation, meals etc.,] will be provided with associated documentation and receipt.

Please do not hesitate to call if you have any questions or need clarification regarding the information stated in this document.

Thank you,

ISW Support Services Group
Support Hot Line: (866) 274-6243
support@ISWhub.com

Support Coverage, Termination, and after hours Support

Standard Support Coverage: During the period of time covered by the Agreement, ISW will perform software support between the hours of 8:30 am and 5:00pm EST that is necessary to assist the customer in keeping the supported system operational, Monday through Friday (except holidays). Software Support is a service provided by ISW that covers support issues that pertain to the solution 'as implemented', designed and documented to function.

This support includes technical support via the telephone and diagnostic support via remote access*. This support does not include (unless specifically stated in the written agreement) duties normally associated with a solution administrator or on-going LAN Administrator tasks (reorganizing and optimizing the database, running backups, restoring of the database, reviewing logs, updating statistics, space/capacity planning, etc.). In situations not covered under this agreement, ISW can be contracted to assist under a **Premium Support** agreement.

**In order for ISW to provide support, the client must provide remote access to the solution. The customer is NOT required to keep remote access software running or the connection turned on until ISW requests during a support engagement.*

ISW must be contacted if new software, hardware, patches, or updates are to be added to the supported solution. Failure to do so could result in billable charges if service is required to fix resulting problems. Assistance to make changes to the system may be purchased under a separate Premium Support agreement. Software Support does not include the support of custom or 3rd party software modifications unless specified. ISW will support operating questions regarding the custom code provided by ISW, but any changes or modifications will be billed at an hourly rate.

It is expected that the customer will maintain a certified software administrator for any products purchased from ISW to administer the solution and provide support to questions from their internal user-base.

The support service covers only technical problems related to the system, and it is **not** provided for user help, user guidance, training, remote consulting, or business consulting. Usage guidance, training, remote consulting, and business consulting is available via 'Premium Support' for an additional fee as separately agreed between the parties.

NOTE: Excessive support required for customers that do not maintain a certified solution administrator may result in billable support activity.

Support Termination - Either party may terminate the agreement upon sixty (60) days prior notice to the other party. In the event of such termination by Customer, ISW shall refund to the Customer a prorated portion of the Software Support fees paid for the unexpired portion of the annual support term, provided that the refund shall not exceed seventy five percent (75%) of the total annual support fees for that term. There will be no refunds for Software Maintenance or Subscription fees.

After Hours Support

For after-hours support Please call 856-291-0946, you will be automatically forwarded to the Support Agent on call. If by chance you don't get them you will go to a voicemail box. Please leave a message. A customer Support Agent will be automatically contacted.

For third party vendor software that is part of the implementation, third party vendor SLA will override ISW SLA.

The **ISW** support team will take commercially reasonable measures to resolve support requests and do so in a professional manner. All support requests submitted must be related solely to ISW to your use of the software program covered by valid licenses and a valid support agreement.

Support requests are to be submitted in English.

Support Procedures:

Step #1: Call the support hot line number (866)-274-6243 option 2 or e-mail: support@ISWhub.com for all support requirements. A customer support professional will respond to the communication and provide the required support.

Step #2: A customer support professional will enter into our tracking system a brief description of the issue, the type of issue and the priority classification. The analyst may ask for additional information about the issue and enter that into the tracking system as a journal entry. The analyst will provide the customer with a call identification number.

Step #3: The customer support professional will analyze the issue and work with the customer to schedule a time to remotely access the system or request data or files from the customer by email, ftp, etc.

Step #4: If the issue(s) is a severity '1' issue and can't be resolved within two hours the issue will be brought to the attention of a team leader or Supervisor who will work with the customer support professional to resolve the issue as quickly as possible. The customer support professional will also provide the customer with the proper update and plan of action.

Step #5: For all severity 2 and 3 issues that cannot be resolved within the same day, a customer support professional will contact you that same day with a progress update. This step will be repeated each day as is practical until the issue(s) is resolved. If the issue has been reassigned to the programming group, a new contact name and number will be provided.

Step #6: If your issue requires a fix to be delivered, the following will be provided: a tentative delivery date, a test script, dependency analysis, release notes and an overview of the QA process followed by ISW. All releases will then be reviewed by the Support Manager to ensure the above steps have been followed.

Once approved, the release will be sent to the customer via FTP, USB or other remote connection and checked into our version control system.

Step #7: Issues will be closed by ISW (30) days after delivery of fix, unless indicated by the customer that the fix did not resolve the problem.

Step #8: If the issue is an emergency and you would like to escalate the situation, you can contact according to the escalation calling sequence as given below:

Todd Priest, Manager for Support & Services Delivery, (856) 793-4970
Ross Smith, General Manager, (856) 793-4955

Night, Weekend and Developmental Support are also available. Please contact your account representative for additional information.

ACTION	SEVERITY 1	SEVERITY 2	SEVERITY 3	SEVERITY 4
Incident Description	An emergency requiring immediate assistance. Client agrees to remain at the calling number for a minimum of two (2) hours.	Any problem that causes serious impact to client's business or production.	Workaround may be in place but is inconveniencing the client's process.	Inaccurate documentation or a "user friendliness" issue.
Customer Call Back	As soon as possible but not more than 2 hours from reported time.	As soon as possible not more than 24 hours from reported time	As soon as possible not more than 48 hours from reported time.	As soon as possible not more than 48 hours from reported time.
Targeted Resolution	As soon as possible not more than 24 hours from reported time.	As soon as possible but not more than 14 days from reported time.	As soon as possible but not more than 30 days from reported time.	As soon as possible but not more than 90 calendar days from reported date.
Status Reporting to Client	Continuous or as agreed by client	Semi-weekly	Weekly via status report	Weekly via status report

Renewal Quote

Quote # RE-10284



Initium SoftWorks LLC

Tax ID : 86-2895400
801 International PKWY 5th Floor
Lake Mary Florida 32746
U.S.A

Bill To
City of Vineland, NJ
PO Box 1508
Vineland
08362-1508 New Jersey

Quote Date : 01 Dec 2023
Due : Due end of the month

Ship To
640 East Wood Street
Vineland
08360 New Jersey

Contract Start Date : 01 Jan 2024
Contract End Date : 31 Dec 2024

#	Item & Description	Qty	Rate	Amount
1	OnBase Maintenance Renewal SKU : OnBase Maint Renewal January 1, 2024 to December 31, 2024	1.00 Each	46,030.80	46,030.80
2	ShareBase SKU : SHAREBASE	1.00 Each	6,643.50	6,643.50
3	Automated Redaction Maintenance SKU : ARMPW1	1.00 Each	0.00	0.00
4	Document Composition Maintenance SKU : ADMP11	1.00 Each	0.00	0.00
5	Document Import Processor Maintenance SKU : DPMPW1	1.00 Each	0.00	0.00
6	Integration for DocuSign eSignature Maintenance SKU : DXMP11	5.00 Each	0.00	0.00
7	Keyword Updater SKU : KEYUPDATE	1.00 Each	0.00	0.00

#	Item & Description	Qty	Rate	Amount
8	Local Government Concurrent Client Maintenance SKU : GV-B-MU2-CTMPC1	15.00 Each	0.00	0.00
9	Local Government Enterprise Application Enabler (Maintenance) SKU : GV-B-MU2-AEMPI2	1.00 Each	0.00	0.00
10	Local Government Full-Text Indexing Concurrent Client for Autonomy IDOL (Maintenance) SKU : GV-B-MU2-IDMPC1	10.00 Each	0.00	0.00
11	Local Government Full-Text Indexing Named User Client for Autonomy IDOL (Maintenance) SKU : GV-B-MU2-IDMPN1	5.00 Each	0.00	0.00
12	Local Government Image Forms Maintenance SKU : GV-B-MU2-IMFMP12	1.00 Each	0.00	0.00
13	Local Government Integration for Microsoft Outlook Maintenance SKU : GV-B-MU2-OUTMP11	1.00 Each	0.00	0.00
14	Local Government Licensing Bundle (Maintenance) SKU : GV-B-LOCAL-M	1.00 Each	0.00	0.00
15	Local Government Named User Client Maintenance SKU : GV-B-MU2-CTMPN1	8.00 Each	0.00	0.00
16	Local Government Production Document Imaging (Kofax or TWAIN) (Maintenance) SKU : GV-B-MU2-DIMPW2	5.00	0.00	0.00
17	Local Government Production Document Imaging (Kofax or TWAIN) (Maintenance) SKU : GV-B-MU2-DIMPW1	1.00 Each	0.00	0.00
18	Local Government Records Management (Maintenance) SKU : GV-B-MU2-RIMPI1	1.00 Each	0.00	0.00
19	Local Government Web Server Maintenance SKU : GV-B-MU2-WTMPW1	1.00 Each	0.00	0.00
20	Local Government Workflow Concurrent Client SL Maintenance SKU : GV-B-MU2-WLMPC1	9.00 Each	0.00	0.00
21	Local Government Workflow Named User Client SL Maintenance SKU : GV-B-MU2-WLMPN1	6.00 Each	0.00	0.00
22	Local Government Workview Concurrent Client SL Maintenance SKU : GV-B-MU2-VLMPC1	3.00 Each	0.00	0.00
23	Office Business Application Maintenance SKU : OBAMPI1	1.00 Each	0.00	0.00

#	Item & Description	Qty	Rate	Amount
24	OnBase Interaction with ShareBase (Maintenance) SKU : OSHMPI1	1.00 Each	0.00	0.00
25	PDF Framework Maintenance SKU : PDFMPI1	1.00 Each	0.00	0.00
26	Public Sector Constituency Web Access Maintenance SKU : GWMPI1	1.00 Each	0.00	0.00
27	Reporting Dashboards (Maintenance) SKU : RHMPI1	1.00 Each	0.00	0.00
28	Unity Automation API Maintenance SKU : UAMP11	1.00 Each	0.00	0.00
29	Unity Forms Maintenance SKU : UFMPI1	1.00 Each	0.00	0.00
30	WorkView Concurrent Client SL (1-20) Maintenance SKU : VLMPC1	6.00 Each	0.00	0.00
31	OnBase Concurrent Client Subscription SKU : CTIPC_SUBS Added in October 2023 Prorated 11/1/24 to 12/31/24.	5.00 Each	157.67	788.35
			Sub Total	53,462.65
			Total	\$53,462.65

Notes

By paying this invoice you are agreeing that you have read and accepted our Renewal Terms which accompanied this invoice.

Terms & Conditions

****IMPORTANT NOTICE**** ISW must receive payment prior to your expiration date to keep your support status active and avoid a mandatory 10% late penalty issued by the Software Manufacturer. If you will not be able to pay prior to your expiration date, please contact us immediately with the reason for an extension request and your expected payment date so that we can do our best to assist. These requests must be made 30 days prior to expiration to be considered. Send all extension requests to AR@iswhub.com Immediately.