RESOLUTION NO. 2020- 553

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MTS SOFTWARE SOLUTIONS, INC., MOORESTOWN, NJ, FOR ONBASE TIME AND MATERIAL HOURS FOR SUPPORT.

WHEREAS, there exists a need for OnBase Time and Material Hours for Support; 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 MTS Software Solutions, Inc., Moorsetown, NJ, for OnBase Time and Material Hours for Support, in an amount not to exceed $39,200.00; and

WHEREAS, MTS Software Solutions has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that MTS Software Solutions 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 MTS Software Solutions 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 MTS Software Solutions, Inc., Moorsetown, NJ, for OnBase Time and Material Hours for Support in an amount not to exceed $39,200.00.

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)

11/25/2020
(DATE)

1. Service (detailed description): __OnBase Time and Material hours for support__

    _____

2. Amount to be Awarded: __$39,200.00__

    ☒ Encumber Total Award
    ☐ Encumber by Supplemental Release

3. Amount Budgeted: _$_____

4. Budgeted: By Ordinance No. _____

5. **Account Number to be Charged: __C-04-00-000-2008-78001__

    _____

6. Contract Period: _____
7. Date to be Awarded: __12/22/2020__

8. Recommended Vendor and Address: __MTS Software Solutions, Inc.__

    __225 Executive Dr. STE. 4, Moorestown, NJ 08057__

9. Justification for Vendor Recommendation:(attach add'l information for Council review)
    __Agreement # COV11202020A from MTS Software Solution__

    _____

    ☒ Non-Fair & Open (Pay-to-Play documents required)
    ☐ Fair & Open: How was RFP advertised? _____

10. Evaluation Performed by: __IS Division Staff__

11. Approved by: _____

12. Attachments:

    ☐ Awarding Proposal
    ☒ Other: __Quote Agreement__

- **Send Original to: Purchasing Department**
- **Send copies to: Business Administration**
**If more than one account #, provide break down

mts SOFTWARE SOLUTIONS
FASTER, SMARTER WAYS TO DO BUSINESS

Professional Services – Block of Hours

Section I	Agreement # COV11202020A

Quote Creation Date:	11/20/2020
Quote Expiration Date:	**12/31/2020**
Client Name	City of Vineland
Contact Name:	Victor Terenik
Client Phone Number:	(856) 794-4000
Client Email Address:	vterenik@vinelandcity.org
MTS Account Executive:	**Larry Schwartz**
Description:	Block of Hours
Product/Services	Consulting

Section II – Service Engagement Overview

Description of Request:

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

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

MTS 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, MTS will review and provide document recommendations
- MTS 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 MTS 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.

Professional Services – Block of Hours

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 MTS 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 MTS
- 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 MTS prior to the engagement
- Client resources will be available to the assigned MTS Consultant during the scheduled engagement
- MTS 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 MTS or clients sourcing vendor (e.g. Fiserv)
- OnBase ECM and supporting software are on supported releases by the vendors.

Section III - Description/Cost

Block of Hours

Hours	Rate	Total Cost
200	$196.00	$39,200.00

*Rate is in effect until 12/31/2020

Client agrees that the Total Cost, plus taxes applicable thereto, will be invoiced to Client in full by MTS on receipt of the Client-signed copy of this Agreement. Hours required beyond the initial block will be invoiced at $295.00 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. The Total Cost will be due in full regardless of the actual work effort.

Client agrees to pay reasonable travel and living expenses of MTS employees and MTS authorized contractors who render services at non-MTS locations in connection with the activities described in this agreement. All expenses shall be itemized on invoices submitted by MTS 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.

Professional Services – Block of Hours

Expiration of hours purchased

- Hours must be used within 12 months of receipt of client signed copy of this agreement.

Proposal Expiration Date

This estimate is valid only if signed by 12/31/2020. Any extension beyond the Expiration Date shall only be by mutual written agreement between the parties.

Section V - Client Authorization to Proceed

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

For Client:
City of Vineland

By:_____

Name: Victor B Terenik, Jr., CGCIO

Title: Director/Information Systems

Date: 11/25/2020

For MTS:
MTS SOFTWARE SOLUTIONS

By:_____

Name: _____

Title:_____

Date: _____