

RESOLUTION No.

20-77

Date of Adoption **FEB 06 2020**

Approved as to Form and Legality

Factual content certified by

[Signature]
JOHN MORFELL, CITY ATTORNEY

[Signature]
DAVID C. SMITH, INTERIM DIRECTOR OF WATER AND SEWER

Councilman/woman

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING PROCESS TO ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. - CC2020-01

WHEREAS, Pursuant to Local Public Contracts Law at N.J.S.A. 40A:11-4.1, a et. seq authorized the utilization of competitive contracting in lieu of public bidding for the purchase or licensing of propriety computer software designed for contracting unit purposes, which may include hardware intended for use with the proprietary software as required; and

WHEREAS, a Request for Proposal was advertised, and one (1) proposal was received on January 7, 2020 and evaluated based on criteria that included experience and qualifications, quality of technical proposal, price proposal and responsiveness to the specifications; and

WHEREAS, the proposal of Environmental Systems Research Institute, Inc, 380 New York Street, Redlands, CA 92373 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 \$150,000.00 have been certified to be available in capital account number: C-06-18-55-031 F-002 for a period of three (3) years.

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 Environmental Systems Research Institute, Inc, 380 New York Street, Redlands, CA 92373 in an amount not to exceed \$150,000.00 from January 24, 2020 to January 23, 2023 for the City of Trenton, Department of Water and Sewer.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.a
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.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
DE WILLEY	/				MUMFORD	/				MCBRIDE		/		
CADWELL				/	RODRIGUEZ	/								
WILSON														
HARRISON	/				VAUGHN	/								

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

FEB 06 2020

[Signature]
President of Council

[Signature]
City Clerk

CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2020-01
RESOLUTION 20-77

THIS CONTRACT, made this **7TH** day of **FEBRUARY 2020** 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 **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., 380 NEW YORK STREET, REDLANDS, CA 92373** ("CONTRACTOR")

WHEREAS, the City has a need of **PURCHASING OR LICENSING PROPRIETARY COMPUTER SOFTWARE** for the City of Trenton, Department of Water and Sewer.

WHEREAS, Contractor agrees to provide **A LICENSE OF ITS PROPRIETARY COMPUTER SOFTWARE** terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES:

The City agrees to retain **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., 380 NEW YORK STREET, REDLANDS, CA 92373** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Water and Sewer.

2. SCOPE OF SERVICES

SEE ATTACHED

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of three (3) years from January 24, 2020 to January 2023 in an amount not to exceed \$150,000.00.

- (a) All work performed by the Contractor must be continuous with no interruption in services to complete the project.
- (b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

3. 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.

4. 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.

5. INTEGRATION: **Resolution #20-73** 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 Health and Human Services.

6. **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.
7. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
8. **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,
 - f. 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.

- g. 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.
- h. 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).
- i. 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

Chris Johnson

Chris Johnson
Manager, Commercial &
Government Contracts

April 1, 2020

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.,
380 NEW YORK STREET
REDLANDS, CA 92373

DATE

Seal: _____

Attest: *Fernando J. Fri* Notary Public, Contracts Assistant



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

ATTEST:

[Signature]

MUNICIPAL CLERK

CITY OF TRENTON

[Signature]

W. REED GUSCIORA
MAYOR

7-15-2020

DATE

DATE

SCOPE OF SERVICES FOR THE PURCHASE OF GEOGRAPHIC INFORMATION SOFTWARE LICENSE (GIS)

HISTORY

The City of Trenton, Department of Water and Sewer has a need to purchase a GIS Software license required to operate the Geographical Information Systems (GIS) for the City of Trenton, Department of Water and Sewer, Trenton Water Works. The Water Utility (TWW) currently maintains a water distribution asset inventory in an enterprise geodatabase. The existing geodatabase requires this specialized software to utilize this database. The license shall be for a period of three (3) years.

SCOPE OF SERVICES

A lower cost per unit for licensed software required to operate the Geographical Information Systems (GIS) for the City of Trenton, Department of Water and Sewer, Trenton Water Works.

- Substantially reduced administrative and procurement expenses
- Maintenance on all ESRI/GIS software for three (3) years
- Complete flexibility to deploy software products when and where needed the following business terms and conditions will apply:
All current department employees, and in-house contractors of the organization will be eligible to use the software and services.
- The Department will acquire and/or maintain any ESRI software during the term of the agreement that is not included in the agreement, it may do so separately at the ESRI software pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of ESRI software. The organization may designate individuals as specified in the who may directly contact the vendor for ESRI Software Tier 2 technical support.

- The organization will provide an annual report of installed ESRI software to the vendor.
- ESRI software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this proposal are contingent upon your acceptance of the ESRI software vendor terms and conditions
- Licenses are valid for the term of this agreement or three (3) years.

EVALUATION CRITERIA

The proposals received shall be evaluated per the following criteria:

The City may make its selection based on:

- the cost of the proposals
- the vendors ability to supply the required proprietary license for this software.