

**RESOLUTION 2021-22
AUTHORIZING THE AWARD
OF A PROPRIETARY CONTRACT
WITH AN ESTIMATED COST BETWEEN \$6,600.00 AND \$44,000.00
WITHOUT PUBLIC ADVERTISING FOR BIDS**

WHEREAS, the "Local Public Contracts Law" provides that except for contracts which require the performance of professional services, all contracts or agreements that are less than the bid threshold but are fifteen percent (15%) or more of that amount, two competitive quotations, whenever practicable, shall be solicited by the contracting agent, and the contract shall be awarded to the vendor whose response is the most advantageous, price and other factors considered; and

WHEREAS, N.J.S.A. 40A:11-13(d) provides that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased if the resolution so indicates and the special need for such proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is awarded; and

WHEREAS, the Bordentown Sewerage Authority has solicited the following proprietary quotations:

<u>BIDDER</u>	<u>PRICE</u>
KYOCERA Document Solutions New York, Inc	\$6,500.00

for the proprietary goods or services set forth below:

ApplicationXtender imaging software upgrade from version 7.1 to 20.3.

which the Authority has determined are directly related to the performance, completion or undertaking of the project for the following reasons:

Application Xtender is a proprietary digital imaging system used for storing the Authority's public records. Without the upgrade, the software is not compatible with Windows 10.

WHEREAS, a certificate of availability of funds has been provided by the designated certifying finance officer and is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, this 15th day of March, 2021, that the aforesaid contract for the proprietary services described above be and the same is hereby awarded to: **KYOCERA Document Solutions New York, Inc. in the amount of \$6,500.00.**

THE BORDENTOWN SEWERAGE AUTHORITY

By: M. Ellen Gulbinsky
M. Ellen Gulbinsky, Chairwoman

Attest:

Joseph R. Malone, III
Joseph R. Malone, III, Secretary

I have reviewed this resolution and the certificate of availability of funds and am satisfied that an appropriate certificate of availability has been provided.

Thomas J. Coleman, III
Thomas J. Coleman, III, Esquire
General Counsel

CERTIFICATE OF AVAILABILITY OF FUNDS

I, Elizabeth J. Kwelty, Administrative Manager and Certifying Finance Officer of The Bordentown Sewerage Authority, do hereby certify, pursuant to the rules of the Department of Community Affairs, Division of Local Government Services (N.J.A.C. 5:34-5.1 et seq.), that there are available adequate funds for the following proposed contract:

CONTRACT:	Application Xtender imaging software upgrade to version 20.3
CONTRACTOR:	KYOCERA Document Solutions New York Metro, Inc.
CONTRACT AMOUNT:	\$6,500.00
BUDGETARY LINE ITEM:	01-001-610I

I certify that the same funds have not been certified as available for more than one pending contract.

3/15/21

Date

Elizabeth J. Kwelty
Certifying Finance Officer



December 20, 2020

Bordentown Sewerage Authority
954 Farnsworth Avenue
Bordentown NJ 08505

Re:AX Upgrade

Thank you for your interest in the products and services of MetaSource, LLC, ("MetaSource"). This Quote and following Statement of Work (SOW) has been prepared for **KYOCERA Document Solutions New York, Inc.** ("Client") to perform services necessary to upgrade AX to the latest version for their customer Bordentown. The Fixed Fee for services to be performed by MetaSource's Professional Services team is as follows and further defined in the Statement of Work section of this Quote.

Description	Unit Price	Total Price
Perform services per the scope defined in this document	Fixed Fee	\$6,500.00
Travel Expenses (estimate)	0-Trip	\$0.00
Total Services		\$6,500.00

1. Pricing is based on the scope of services and assumptions listed in the SOW.
2. This Quote will expire 60 days from the date listed above.
3. Project resources will be scheduled upon receipt of a Purchase Order and Signed Quote.
4. Invoicing will be based on the schedule defined in the SOW.

Thank you again for the opportunity to provide these services. If you have any questions or we can be of further assistance, please do not hesitate to call.

Sincerely,

Steven Deslandes

Statement of Work

AX Upgrade

Objective

The Client's customer, Bordentown Sewerage, is currently running ApplicationXtender (AX) version 7.1 with some users desktop clients still running 5.40.322. They need to upgrade their AX system to the latest version. There are currently three (3) servers in use: DB01 as the AX Server running 2012 R2, SQL 2012 and the image file repository with 29 GB; DC1 for the Domain AD Controller; and TS1, which is a new 2019 server used for VPN and RDP access (this server will become the new AX server with this upgrade)

The Client has been without scanning since July due to technical issues and needs the system upgraded ASAP. They are currently running AX using CM Security. SQL will need to move to a new SQL server version 2016 SP2, 2017 or 2019 to remain supported.

No other customizations are needed at this time.

The Client wishes to also include training time to instruct their Admins and Trainers on the new feature functionality.

System Information

Installed AX 71

AX Database

- SQL 2012

Image Storage

- 29 GB on Windows share
- 4,700 files
- These files will need to be migrated to the new TS1 server with this upgrade

Scope of Services

The following defines the services that MetaSource will be delivering as part of this SOW. Any task not specifically included in the Scope of Services and Assumptions sections, is considered not in scope for this project. MetaSource will perform the following unless noted otherwise.

1. Project Preparation and Kickoff

The Project Preparation phase consists of pre-engagement activities necessary to prepare the Client and MetaSource project teams for the project work. The following activities are planned.

- Identify appropriate resources such as the Subject Matter Experts, DBA, training manager, system admin resources, desktop support, business owners and their availability
- Prepare and orient MetaSource team members

- c. Conduct project kickoff meeting to review and confirm scope, set expectations and timelines.
- d. Define new server requirements and specifications

2. Perform the Test Upgrade

On the new 2019 server, MetaSource will install and configure the latest version of AX components. The plan is to utilize a copy of the current production AX SQL database to perform a test upgrade ahead of the production upgrade. The following tasks are planned

- a. Review Upgrade Plan
- b. Install AX 20.3 (plus latest 20.4 service pack) software on the new 2019 server (future production servers) to include the following:
 - AX Desktop
 - Web Access
 - Rendering Server
 - Web Services
 - REST Services
 - AX License Server
 - Captiva Cloud Runtime (for web scanning)
- c. Install upgraded AX license on new License server
- d. The client is to setup a Test database on the new SQL server using a copy of the production AX database.
 - i. MetaSource will make necessary changes to the database tables to disconnect it from Production.
 - ii. The Client is to install SQL Management Studio on the new AX server and provide a SQL account that has DB Owner permissions to the AX Database.
- e. Perform a test upgrade, recording all findings, repeat if necessary.
- f. Test to confirm standard viewing and scanning functionality
- g. Perform up to 4-hours knowledge transfer to the Client team on new feature functionality
- h. Upgrade/install AX Desktop on up to two workstations, providing instruction to Client Desktop team, who will be responsible for all other desktop upgrades/installs.
- i. Update upgrade plan

3. Perform the Production Upgrade

The production upgrade will be scheduled to minimize downtime to end users utilizing the findings and lessons learned from the test upgrade. The following tasks will be performed.

- a. The Client is to
 - i. Schedule and communicate downtime
 - ii. Backup and restore the AX Database on the new SQL server.
- b. Upgrade AX database and configure the new AX Admin website
- c. Test functionality
- d. The Client Desktop team rolls out upgrade of existing AX Desktop installations
- e. The Client makes necessary changes to configured URL's or DNS redirect as needed
- f. MetaSource to provide support through production upgrade.

4. Image File Migration to New Storage

With the move to new AX Servers, the image file share will need to be migrated to the new server. The following steps will ensure minimal interruption to end users and can be performed prior, during or post upgrade of the AX System.

- a. Configure new shares on the new storage server and credential with the AX Service Account.
- b. Configure AX Admin to write new documents to one of the new shares. This will be the day forward document share.
- c. Trigger the migration process from the now static image share in the old storage to the second new image share.
- d. Provide instructions to the Client on the migration process as the Client will be responsible to monitor the migration through to completion.
- e. Execute the final database changes to complete the process.

Project Deliverables

As part of the completion of the project the following will be delivered
AX 20.3 Documentation (PDF)

Client Obligations

To facilitate MetaSource's execution of the scoped services, the Client agrees, at minimum, to the following obligations. The Client acknowledges and agrees that failure to meet the responsibilities noted will likely affect duration, cost and/or quality in the execution and completion of the project.

1. Providing required access to the servers, both existing and new servers and SQL servers
2. Permitting access to MetaSource SFTP sites to download new software.
3. Responsible for all network connectivity including opening necessary firewalls and ports.
4. Providing required credentials to access servers, AX and SQL
5. Providing SQL Management Studio to access the AX SQL databases
6. Setting up the new servers and OS
7. The Client will provide a domain service account that is a member of the local Administrators group on the AX servers with the following local security policies enabled.
 - a. Act as part of the operating system
 - b. Allow log on locally
 - c. Log on as a batch job
 - d. Log on as a service
 - e. Replace process level token.
8. Performing SQL DBA duties to include backup and restore of the AX database.
9. Creating and credentialing new directory shares on the new storage server.
10. Managing the image file migration through to completion
11. Modify any third-party solutions to work with the new version of AX
12. Scheduling and communicating downtime to the user population
13. Attending scheduled meetings
14. Perform user acceptance testing (UAT) and any end user training

Project Assumptions

The Services included in this Quote are subject to the following assumptions:

1. All work to be performed remotely. This scope of services is based on using direct VPN access to the Client system and servers. Any other type of remote access may result in additional time needed to complete the project; in which case a change request will be submitted for approval.
2. The current SQL database will be moved to SQL 2016 SP2, 2017 or 2019 servers by the Client.
3. No new customizations or modifications to existing solutions are included, except where defined in the scope of services section of this SOW.
4. Delays out of MetaSource control may result in the need for additional funds to complete project work, in which case a Change Request will be required.
5. MetaSource will download all new software versions and patches. Software will be saved to a share on one of the new servers, unless instructed by The Client to a different network share. Access of the MetaSource SFTP site will be provided.

6. MetaSource will obtain the upgraded AX license. The Client must be current on AX software maintenance to receive the upgraded license, which is to be verified prior to the project kick-off.
7. With Image file migration, many variables impact the time to complete. If additional support time is needed due high volume or other delays, a Change Request will be issued for approval. Users will have access to all document images during the image migration process.
8. Costs for hardware and software are not included in fees.
9. The Client acknowledges that the purchase of MetaSource Professional Services is completely independent of the purchase of software licences from MetaSource
10. Any configuration or modification made by MetaSource as part of this scope of services, to any third-party software or materials provided by the Client or deliverable incorporating such items will be subject to the ownership and other rights agreed to by the Client with the applicable third party
11. The Services and resulting deliverables may include advice and recommendations, but the Client agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by the Client
12. MetaSource is not responsible for any alteration or other modification made to a deliverable by the Client or any third party (excluding any permitted subcontractors working for MetaSource) or for any work performed by the Client or its contractors in connection with this engagement
13. MetaSource may rely upon any standard operating procedures or practices of the Client and any direction or regulatory or other guidance provided by the Client
14. MetaSource is not providing any warranty regarding, and is not liable for, any Third-Party Products or the Client software, documentation, equipment, tools or other products or materials

Change Request Procedure

In the event a change in scope is required during the delivery of this service, the following change request process will be used.

A written description of the changes (Change Request) will be prepared by MetaSource. The document will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms.

The Change Request shall indicate the detailed cost and any impact of the change request upon the planned deliverables and their respective timelines.

Both the Client and MetaSource must sign the Change Request to authorize implementation of proposed changes.

Project Pricing and Invoicing

The fees set forth in this Quote represent MetaSource's good faith estimate based upon information known to MetaSource prior to signing this Quote and the assumptions, project dependencies, responsibilities and other matters set forth in this SOW. Any additional work outside the scope of this project will need to be approved by the Client through a formal Change Request.

Billing Schedule

Project will be scheduled upon receipt of a Purchase Order or Signed Statement of Work. The Client will be invoiced per the following billing milestones:

The Client will pay such amounts net thirty days (30) from invoice date.



Project delays resulting from the Clients owned software or hardware issues may result in additional fees should the timeline of the project be impacted by these delays
The cost herein is based on delivering the services and deliverables as described in this SOW. Changes to the scope, deliverables and/or assumptions will require a revised price quote.

The Services Fees does not include Weekend and Holiday work, unless noted in the scope of work. Should work be scheduled during Weekends or Holidays, a change request will be issued for the added cost. A weekend/holiday is defined as the end of workday Friday (or day before the Holiday) until the start of work on Monday (or the day after the Holiday).

MetaSource will have fulfilled its obligations under this Quote when any one of the following first occurs:

- o MetaSource provides the services specified this SOW or in any approved Project Change Request or other written change authorization; or
- o The Client or MetaSource terminates the Services in accordance with the provisions of this Quote and the Agreement.

Expenses and Other Charges

All work is to be performed remotely; no travel is included. Should the Client request onsite work, a Change Request will be needed to cover estimated travel expenses and any additional hours that may be needed.

Terms and Conditions

By the signatures of the Parties, each agrees this document is a Statement of Work under Section 1.1 of the Master Services Agreement of **January 22, 2020**.

For Kyocera Document Solutions NY Metro:
Sewerage Authority

For Client: Bordentown

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____