

RESOLUTION

21-265

No _____

Date of Adoption _____

Approved as to Form and Legality

CITY ATTORNEY

Factual content certified by

ADAM E CRUZ, BUSINESS ADMINISTRATOR

Councilman /woman _____

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO MARK GIALLELLA FOR TELECOMMUNICATION SERVICES IN AN AMOUNT NOT TO EXCEED \$120,000.00 FOR A PERIOD OF ONE (1) YEAR FROM JUNE 11, 2021 TO JUNE 10, 2022

-RFP2021-23

WHEREAS, the City has a need for Telecommunication Services for a period of one (1) year for the City of Trenton Department of Administration, Division of Information Technology; and

WHEREAS, a request for proposal was advertised and one (1) proposal was received on May 14, 2021 and was evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the sole proposal of Mark Giallella, 2061 Pennington Road, Ewing, New Jersey 08618 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 \$120,000.00 at an hourly rate of \$95.00 per hour is available in account number(s): 2-01- -83-8300-213. This contract shall be from June 11, 2021 to June 10, 2022.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Mark Giallella, 2061 Pennington Road, Ewing, New Jersey 08618 in an amount not to exceed \$120,000.00 at a hourly rate of \$95.00 per hour for Telecommunication Services for the City of Trenton, Department of Administration, Division of Information Technology.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
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
BLAKELEY					MUSCHAL					MCBRIE				
CALDWELL WILSON					RODRIGUEZ									
HARRISON					VAUGHN									

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

President of Council

City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2021-23
RESOLUTION 21-265
TELECOMMUNICATION SERVICES**

THIS CONTRACT, made this 25TH day of JUNE 2021 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 **MARK GIALELLA, 2061 PENNINGTON ROAD, EWING, NEW JERSEY 08618** (CONTRACTOR").

WHEREAS, the City has a need **FOR TELECOMMUNICATION SERVICES** for the City of Trenton, Department of Administration.

WHEREAS, Contractor agrees to provide **FOR TELECOMMUNICATION SERVICES** for the City of Trenton, Department of Administration in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

FOR TELECOMMUNICATION SERVICES for the City agrees to retain **MARK GIALELLA, 2061 PENNINGTON ROAD, EWING, NEW JERSEY 08618** ("the request of and under the general supervision of the City of Trenton, Department of Administration.

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of one (1) year from June 11, 2021 to June 10, 2022 in an amount not to exceed \$120,000.00 at an hourly rate of \$95.00 per hour.

- 2. 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.
- 3. 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.
- 4. INTEGRATION:** Resolution #21-265 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 Administration.
- 5. 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.
- 6. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

7. 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, placement bureaus, colleges, universities, labor unions that it does not 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.
- f. 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.
- g. 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).

h. 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



MARK GIALELLA
2061 PENNINGTON ROAD
EWING, NEW JERSEY 08618



DATE

Seal: _____

Attest: _____

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

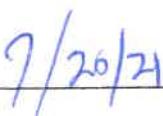
ATTEST:


MATTHEW H. CONLON, RMC
MUNICIPAL CLERK

CITY OF TRENTON


W. REED GUSCIORA, ESQ.
MAYOR

DATE


7/20/21

DATE


7.19.21

INTRODUCTION

The City of Trenton ("City"), Department of Administration, division of IT is soliciting sealed proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for from persons or agencies' to provide telephone cabling, computer cabling, installation and repair of Centrex Telephone Service, maintenance and programming of the AT & T Merlin Legend telephone system, Partner II, Spirit, Comdial ExecuTech, Cisco Voice over IP phone system, and Cisco Unity voice mail platform. This contract shall be awarded for a period of one (1) year.

INTENT

It is the goal of the City to maintain and operate its current telecommunication system but also to seek new opportunities within telecommunications in order to; improve the delivery and quality of municipal services, streamline antiquated and redundant operations, increase employee productivity and maximize limited municipal resources. The initial term of this agreement for a period of one (1) year.

The selected Respondent will be a primary provider of to facilitate the telecommunications moves, adds, changes, rearrangements and repair service that normally occur within City of Trenton office. The City of Trenton presently has approximately 1,270 telephone lines. Contractor will be reporting to the Department of Administration for all assignments.

All moves, adds, changes, rearrangements and repairs will occur using the already installed base of telecommunications equipment or new telecommunications equipment provided by the City of Trenton. The successful Respondent shall provide cable and wiring services. This agreement shall authorize service at all City of Trenton building locations.

The Respondent shall report directly to the Business Administrator or their designee.

All software or hardware developed or invented by the Respondent, in part or in whole while working at a City of Trenton facility, or during time that a vendor employee is being paid by the City, shall become the exclusive property of the City of Trenton.

The scope of services and requirements are to be met for **on-site** location of the following personnel. **Remote staffing is not allowable or negotiable** for this Request for Proposal. Any proposal seeking to provide the services required by this document remotely will be rejected. Additional supplementary services **not** required by this document may be provided remotely if desired.

COMMUNICATIONS CONTRACTOR REQUIREMENTS

The Communication Contractor shall possess a high school diploma and list years of experience in the installation of wiring and repair of telecommunication equipment. Minimum years of experience shall be five (5) years. Special training and licenses held shall be listed and a copy submitted with the proposal. Special consideration shall be given to experience with Centrex service and a good working knowledge of all current City of Trenton system located in City Hall and outlying city office locations. This experience shall be documented.

The Communications Contractor shall agree to:

- A) Complete the telephone wiring starting at the termination of common carrier's lines.
- B) Install and connect all necessary telephone instruments and devices, to permit full and proper operation of all telephone systems, features and equipment.
- C) Utilize conduit or floor duct, following existing wire route. Existing cable shall be reused when possible. Install CAT5, 5e and CAT6 cabling where needed.
- D) Complete all work in full compliance with the local standards as well as the most current edition of the National Electrical Code (MEC) requirements and Part 68-215 FCC Code, including the use of fire-resistance wire when required.
- E) Secure and comply with all permits and certificates required by local and state laws and ordinances.
- F) Perform all appropriate functional testing of telephone instruments, lines and associated equipment. This includes, but is not limited to: ringing, dialing, voice reception, voice transmission, data transmission and Central feature operation.
- G) Promptly restore or reconnect any and all equipment which may be removed or temporarily disconnected due to the requirements or demands of a work order.
- H) All removed and/or replaced telephone instruments and equipment will be returned to City of Trenton, Department of Administration, designated representative.
- I) The Contractor shall provide a written record to the City of Trenton of any changes to the inside wiring plan upon completion of all work orders.
- J) Contractor shall maintain an inventory and database of all telecommunication equipment and supplies as well as current up to date records of Centrex and DID numbers.
- K) The successful contractor shall be expected to sign a contract with the City of Trenton that complies with all other ordinances and rules governing independent contracts.
- L) Provide necessary training and in-service to staff when applicable to effectively use equipment.

M) Response time for deadlines shall be within (1) hour. Response time for all other related services shall be within one business day.

Must be able to use Verizon CMAS network interface.

EVALUATION CRITERIA:

The following criteria are being utilized as the basis for the award of services:

Quality of Technical Proposal	30 points
Innovative Approach to Problem Solving	20 points
Experience	15 points
Responsiveness to Scope of Services	15 points
Proposal Pricing	20 points

Respondents may, at the sole discretion of the City of Trenton, be asked to provide a presentation detailing their proposal and responding to clarification questions. Such a presentation, if it occurs, may include any or all of the respondents and will be considered as part of the evaluation process.