

## RESOLUTION

No. \_\_\_\_\_

Date of Adoption April 15, 2021

Factual content certified by

Approved as to Form and Legality

CITY ATTORNEY

Councilman /woman \_\_\_\_\_

ADAM E. CRUZ, BUSINESS ADMINISTRATOR

Caldwell - Wilson

presents the following Resolution

**RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL PROCESS WITH PRIMEPOINT, LLC TO PROVIDE PAYROLL AND HUMAN RESOURCE INFORMATION SYSTEM SERVICES FOR THE CITY OF TRENTON FOR A PERIOD OF THREE (3) YEARS FROM JULY 1, 2021 TO JUNE 30, 2024 IN AN AMOUNT NOT TO EXCEED \$762,578.00- CC2021-03**

WHEREAS, Resolution Number 08-154 authorized the utilization of competitive contracting, in lieu of public bidding for Payroll Services and Human Resource Information Systems Services as required pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1 et. seq.; and

WHEREAS, Pursuant to N.J.S.A.40A:11-4.5. et seq., a Request for Competitive Contracting Proposals was advertised and nine (9) proposals were received on January 22, 2021 and were 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 Prime Point, LLC, 2 Springside Road, Westhampton, New Jersey 08060 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, said proposal is for an amount not to exceed \$762,578.00 for three (3) years, with an option to extend two (2) one (1) year options; to provide Payroll and Human Resource Systems Services for the City of Trenton, Department of Administration. The City of Trenton shall award this contract from July 1, 2021 to June 30, 2024; and

WHEREAS, said proposal is for a total amount not to exceed for three year \$762,578.00 \$294,526.00 (Year 1) have been certified in account number 2-01- - 25-2540-290 contingent upon the adoption FY'2021 final budget. \$234,026.00 (Year 2) 3-01- - 25-2540-290; \$234,026.00 (Year 3) 4-01- - 25-2540-290 contingent upon the availability of funds and the adoption of the temporary/final budget for FY'23 and FY'24; with an option to extend year four (4<sup>th</sup>-\$234,026) and year five (5<sup>th</sup> \$234,026.00) with a typical increase of 3.5%-5% or larger subject to mutual agreement.

# RESOLUTION

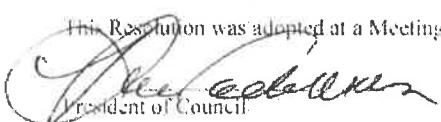
**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of the City of Trenton as follows:

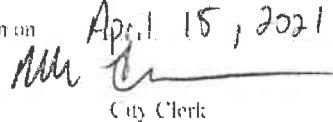
1. The Mayor is hereby authorized to execute a contract with Prime Point, LLC, 2 Springside Road, Westhampton, New Jersey 08060 to provide Payroll and Human Resource Information System Services for a period of three (3) years with an option to extend two (2) one (1) year options for the said purposes in the manner prescribed by law for the City of Trenton. Department of Administration.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.5.
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
BETIBIA					MC BRIDE	/				VAUGHN				
CADWELL	/				MI SCHAI	/								
WILSON					RODRIGUEZ	/								
HARRISON	/													

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

April 15, 2021

  
President of Council

  
City Clerk

**CONTRACT**  
**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL**  
**CC2021-03**  
**RESOLUTION 21-123**  
**PAYROLL AND HUMAN RESOURCE INFORMATION SYSTEM SERVICES**

**THIS CONTRACT**, made this 16TH day of APRIL 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 **PRIMEPOINT, LLC, 2 SPRINGSIDE ROAD, WESTHAMPTON, NEW JERSEY 08060** ("CONTRACTOR")

**WHEREAS**, the City has a need to PROVIDE PAYROLL AND HUMAN RESOURCE INFORMATION SYSTEM SERVICES FOR THE CITY OF TRENTON FOR A PERIOD OF THREE (3) YEARS for the City of Trenton, Department of Administration.

**WHEREAS**, Contractor agrees to provide PAYROLL AND HUMAN RESOURCE INFORMATION SYSTEM SERVICES FOR THE CITY OF TRENTON FOR A PERIOD OF THREE (3) YEARS in the 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 **PRIMEPOINT, LLC, 2 SPRINGSIDE ROAD, WESTHAMPTON, NEW JERSEY 08060** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Administration.

**2. SCOPE OF SERVICES**

**SEE SCOPE OF SERVICES SECTION**

**3. DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of for three (3) years, with an option to extend two (2) one (1) year options from July 1, 2021 to June 30, 2024 in an amount not to exceed \$762,578.00 with an option to extend the second (2nd) year in an amount not to exceed \$234,026.00 with an option to extend the third (3rd) year in an amount not to exceed \$234,026.00 with an option to extend the fourth (4<sup>th</sup>) year in an amount not to exceed \$234,026.00 and year five (5<sup>th</sup>) in an amount not to exceed \$234,026.00 with a typical increase of 3.5%-5% or larger subject to mutual agreement.

- (a) All work performed by the 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.

**4. 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.

5. **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.
6. **INTEGRATION: Resolution #21-130** 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.
7. **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.
8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
9. **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

*Alexander Bathwell*  
PRIMEPOINT, LLC - Alexander Bathwell, CEO  
2 SPRINGSIDE ROAD  
WESTHAMPTON, NEW JERSEY 08060

7/1/2021  
DATE

Seal: \_\_\_\_\_

Attest: *Shirley Jacob*

SHIRLEY L. JACOB  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2414597  
My Commission Expires 11/16/2021

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

ATTEST:

*MH*  
MATTHEW H. CONLON, RMC  
MUNICIPAL CLERK

CITY OF TRENTON

*WRG*  
W. REED GUSCIORA  
MAYOR

DATE

DATE

7-16-21

## **INTENT**

The City of Trenton, Department of Administration and Personnel is soliciting sealed Request for Competitive Contracting Proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for Payroll and Human Resource Information Systems Services; to provide a business-process outsourced solution to City of Trenton and all subsidiaries outlined in this RFP.

This

document has been prepared to allow you, the Respondent, the opportunity to propose detailed and adequately sized solutions for City of Trenton and all subsidiaries. Actual implementation may be selective and in a phased and controlled manner at City of Trenton's discretion. The contract shall be awarded for a period of three (3) years with an option to extend two (2) one (1) year extensions.

### **The City of Trenton**

#### **Overview**

The City of Trenton is the capital City of the State of New Jersey and services some 85,000

residents. The City's daily operations include police, fire, streets, sanitation, and the management of both a sewer utility and a county-wide water utility. The City is host to six

separate and distinct collective bargaining units and works diligently to provide the best possible service to our employees and our citizens.

The City of Trenton seeks well-developed approach to Human Capital Management. This would involve a variety of processes—such as recruiting, onboarding, payroll, talent management, benefits that work together.

The City of Trenton seeks a system that integrates recruitment, hiring, payroll, benefits, and

personnel. In addition, the City seeks a solution to leave management that will entirely offload responsibility for processing employee leave onto the respondent. Ideally all areas of

the system components will cross-populate information to eliminate redundant entry of information. The City seeks a system where employee documents, benefit information, personnel information can be stored electronically. An employee portal is also essential to

this strategy. Having an interface for employees to retrieve payroll stubs, W2s, and submit

routine changes to their profile is necessary. The City seeks a system that has a New Jersey

based ability to produce checks same day due