

RESOLUTION

No. 21-517

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Date of Adoption

Factual content certified by

MARK LAVENBERG, DIRECTOR OF WATER AND SEWER

Councilman /woman

CALDWELL - WILSON

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN COMPETITIVE CONTRACTING PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44A-20.4 ET SEQ TO CDM SMITH, INC. FOR AUTOMATIC METER READING (AMR) PROGRAM MANAGEMENT-PHASE 1 FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER IN AN AMOUNT NOT TO EXCEED \$1,350,100.00 FOR A PERIOD OF TWO (2) YEARS- CC2021-01

WHEREAS, Ordinance Number 20-49 authorized the bond ordinance providing for various capital projects and improvements for Trenton Water Works to be financed through the New Jersey Infrastructure Bank, by and in the City of Trenton in the County of Mercer, State of New Jersey; Appropriating \$50,000.00 therefore and authorizing the issuance of \$50,000,000 bonds or notes to be finance the cost thereof; and

WHEREAS, Pursuant to N.J.S.A.40A:11-4.1 (i), et seq., and section 5 of P.L.197, c.198 (C.40A:11-5) a Request for Competitive Contracting Proposals was advertised, and two (2) proposals were received on August 3, 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, a Competitive Contracting Request for Proposal was advertised on June 22, 2021, two (2) sealed proposals were received on August 3, 2021 and evaluated based on criteria that included quality of technical proposal, innovative approach to problem solving, experience, responsiveness to scope of services and proposal pricing; and

WHEREAS, the proposal of CDM Smith, Inc., 110 Fieldcrest Avenue, #8, 6th Floor, Edison, New Jersey 08837 for Automatic Meter Reading (AMR) Program Management-Phase 1 for the City of Trenton, Department of Water and Sewer was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal for a period of two (2) years; and

WHEREAS, funds in an amount not to exceed \$1,350,100.00 for a period of two (2) years have been certified to be available in the following account number: C-06-21-55-049A-346 (ordinance #20-49, year 2020).

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 CDM Smith, Inc., 110 Fieldcrest Avenue, #8, 6th Floor, Edison, New Jersey 08837 for Automatic Meter Reading (AMR) Program Management Phase 1 for a period of two (2) years 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 N.J.S.A.40A:11- 4.1.
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	✓				MCBRIDE		✓		
CALDWELL	✓				RODRIGUEZ		✓							
WILSON	✓				VAUGHN		✓							
HARRISON	✓													

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

NOVEMBER 9, 2021

President of Council

City Clerk

CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL

CC2021-01
RESOLUTION 21-517

**AUTOMATIC METER READING (AMR) PROGRAM MANAGEMENT-PHASE 1 AWARDED TO
CDM SMITH, INC.**

THIS CONTRACT, made this 10TH day of NOVEMBER 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 **CDM SMITH, INC., 110 FIELDCREAST AVENUE, #8, 6TH FLOOR, EDISON, NEW JERSEY 08837**("CONTRACTOR)

WHEREAS, the City has a need for **AUTOMATIC METER READING (AMR) PROGRAM MANAGEMENT-PHASE 1 FOR A PERIOD OF TWO (2) YEARS** for the City of Trenton, Department of Water and Sewer,

WHEREAS, Contractor agrees to provide **AUTOMATIC METER READING (AMR) PROGRAM MANAGEMENT-PHASE 1 FOR A PERIOD OF TWO (2) 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 **CDM SMITH, INC., 110 FIELDCREAST AVENUE, #8, 6TH FLOOR, EDISON, NEW JERSEY 08837** 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 SCOPE OF SERVICES SECTION

3. DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of for two (2) years from **August 1, 2022 to July 31, 2024** in an amount not to exceed \$1,350,100.00

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 #21-517** 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 Water and Sewer.

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

[Signature]

CDM SMITH, INC.,
110 FIELDCREAST AVENUE, #8, 6TH FLOOR
EDISON, NEW JERSEY 08837

7-25-22
DATE

Seal: _____



Attest: *Paul Milligan*

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 GUSCORA
MAYOR

8/4/2022
DATE

8.4.22
DATE

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