

# RESOLUTION

No. 14-235

Date of Adoption MAY 15 2014

Approved as to Form and Legality

Factual content certified by

*[Signature]*  
City Attorney

*[Signature]*  
\_\_\_\_\_

Councilman /woman

*[Signature]*

presents the following Resolution:

**RESOLUTION EXERCISING THE OPTION TO EXTEND THE CONTRACT FOR ONE YEAR WITH INNOVATIVE PAYROLL SERVICES (IPS), 432 KELLY DRIVE, SUITE A, WEST BERLIN, NEW JERSEY 08091 TO PROVIDE PAYROLL SERVICES AND HUMAN RESOURCE INFORMATION SYSTEMS FOR THE CITY OF TRENTON, IN THE AMOUNT NOT TO EXCEED \$105,840.00 COMMENCING JULY 1, 2013 THROUGH JUNE 30, 2014.**

WHEREAS, Resolution Number 1364 awarded a contract to Innovative Payroll Services (IPS) to provide payroll services and human resource information systems for the City of Trenton for a period of one year with option to extend one year; and

WHEREAS, N.J.S.A.40A:00-15(44) provides that service contracts may be extended for no more than (1) one two-year or (2) two one-year extensions; and

WHEREAS, the City of Trenton, Department of Administration has determined that Innovative Payroll Services (IPS), has performed its services in a satisfactorily manner and it is in the best interest of the city to extend the contract with Innovative Payroll Services (IPS) for one year under the provisions of N.J.S.A.40A:00-15(44) . The one year renewal will commence on July 1, 2013 through June 30, 2014; and

WHEREAS, funds in an amount not to exceed \$105,840.00 have been certified to be available in account number 4-01- -25-2540-290 FY 2014 which are available in the FY 2014 final budget.

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

1. The Mayor is hereby authorized to exercise the option to extend the contract in an amount not to exceed \$105,840.00 for one additional year with Innovative Payroll Services (IPS), to provide payroll services and human resource information systems for the City of Trenton.
2. This contract is awarded through a fair and open process as in accordance with N.J.A.19:44A-20.5 et seq.
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
BETHEA	✓				MCBRIDE				✓	HOLLY WARD	✓			
CALDWELL WILSON	✓				MUSCHAL	✓								
CHESTER	✓				REYNOLDS JACKSON	✓								

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

MAY 15 2014

*[Signature]*  
President of Council

*[Signature]*  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP # 83**

**RESOLUTION #14-235**

**THIS CONTRACT** is made this 15<sup>th</sup> day of MAY 2014 by and between the **CITY OF TRENTON**, a municipal corporation of the State of New Jersey ("City") and **INNOVATIVE PAYROLL SERVICES (IPS), 432 KELLY DRIVE, SUITE A, WEST BERLIN, NEW JERSEY ("CONTRACTOR")**.

**WHEREAS**, the City has need for operation, management or administration of payroll and human resource information systems services for the Department of Administration.

**WHEREAS**, Contractor agrees to perform Payroll Services and Human Resource Information Services in accordance with the terms and conditions as set forth herein, and the City being agreeable thereto;

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **PROFESSIONAL SERVICES**: The City agrees to retain Innovative Payroll Services (IPS), 432 Kelly Drive, Suite A, West Berlin, NJ 08091 to hereinafter set forth a the request and under the general supervision of the City of Trenton, Department of Administration.
2. **SCOPE OF SERVICES**: Contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true and accurate. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of its profession, perform all reasonable and necessary services as described as follows:
  - To provide operation, management or administration of payroll and human resource information system services.
3. **DURATION OF THE CONTRACT**: This contract shall remain in full force and effect beginning July 1, 2013 through June 30, 2014.
4. **COMPENSATION**:
  - (a) All work performed by Contractor according to the attached Scope of Services shall not exceed **\$105,840.00**;
  - (b) Contractor shall submit monthly bills complete with appropriate supporting documentation to justify said billing;

(c) In no event during the term of this Contract shall Contractor's billings exceed the amount set forth in Resolution No. 14-235, which is incorporated herein by reference. In the event Contractor anticipates exceeding the contract amount, Contractor shall give prior written notice to the City of Trenton, Department of Administration, before undertaking any work that will cause Contractor to exceed the contract amount.

5. **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 it is neither intended nor shall it be construed, that the Contractor is an agent, employee, or officer of the City of Trenton.
6. **NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing and delivered to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
7. **INTEGRATION:** Request for Proposals number 2013-83 and this Contract constitutes the entire agreement between the parties, and any representations 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.
8. **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.
9. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
10. **MISCELLANEOUS PROVISIONS:** 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;

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.

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.

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.

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.

Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are take 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.

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).

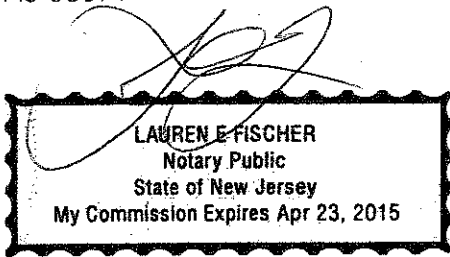
Contractor shall submit along with the signed contract one (1) of the following as evidence of compliance with N.J.A.C. 17-27:

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; or
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

*[Handwritten Signature]*

Innovative Payroll Services (IPS)  
432 Kelly Drive, Suite A,  
West Berlin, NJ 08091

Seal



Attest:

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

ATTEST:

CITY OF TRENTON

*[Handwritten Signature]*  
RICHARD M. KACHMAR  
CITY CLERK

*[Handwritten Signature]*  
GEORGE P. MUSCHAL  
MAYOR

STATE OF NEW YORK  
COUNTY OF ALBANY  
JANUARY 1900