

RESOLUTION

No. 14-547

Date of Adoption SEP 04 2014

Approved as to Form and Legality

Factual content certified by

City Attorney

Title: JAMES BROWNLEE, DIRECTOR OF HEALTH AND HUMAN SERVICES/HEALTH OFFICER

Councilman /woman

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO SECURITY EVALUATION AND SOLUTIONS GROUP, LLC, 10 DR. JAMES PARKER BLVD. – SUITE 104, RED BANK, NEW JERSEY 07701 FOR THE CITY OF TRENTON, DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR A PERIOD OF ONE YEAR FROM JULY 1, 2014 THROUGH JUNE 30, 2015 IN AN AMOUNT NOT TO EXCEED \$55,065.00-RFP2014-22

WHEREAS, the City has a need for Public Health Emergency Preparedness Planner for the City of Trenton, Department of Health and Human Services; and

WHEREAS, a request for proposal was advertised, and two (2) proposals were received on June 24, 2014 and was evaluated by a committee based on criteria that included experience, references, understanding of requirements and cost; and

WHEREAS, the proposal of Security Evaluation and Solutions Group, LLC, 10 Drs. James Parker Blvd, Suite 104, Red Bank, New Jersey 07701 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 \$55,065.00 for a period of one year have been certified to be available in account number G-FF-15-40-251D-290; and

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 Security Evaluation and Solutions Group, LLC, 10 Drs. James Parker Blvd, Suite 104, Red Bank, New Jersey 07701
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.
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
BETHEA	✓				HOLLY WARD	✓				CHESTER	✓			
CALDWELL WILSON	✓				MUSCHAL	✓								
HARRISON	✓				REYNOLDS JACKSON	✓								

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

SEP 04 2014

[Signature]
President of Council

[Signature]
City Clerk

PROFESSIONAL SERVICES CONTRACT
RFP # 2014-22
RESOLUTION # 14-547

THIS CONTRACT, made this 5TH day of SEPTEMBER 2014 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and to **SECURITY EVALUATION AND SOLUTIONS GROUP, LLC, 10 DR. JAMES PARKER BOULEVARD, SUITE 104, RED BANK, NEW JERSEY 07701 ("CONTRACTOR")**.

WHEREAS, the City has a need for **PROFFESIONAL SERVICES** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to perform **FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS PLANNER FOR THE CITY OF TRENTON, DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR SERVICES** in 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 Security Evaluation and Solutions Group, LLC, 10 Drs. James Boulevard, Suite 104, Red bank, NJ 07701.

2. **SCOPE OF SERVICES:** The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:

DURATION OF THE CONTRACT: This contract shall remain in full force effective beginning July 1, 2014 through June 30, 2015.

- Provide documentation of Fixed Facility Plan Development and total number of enrolled fixed facilities every six months.
- Provide the total number of first responders every six months.
- Incorporate the JEM model and consider alternate method(s) for countywide mass prophylaxis of the public with emphasis on the most efficient utilization of available workforce.
- Develop and maintain complete site specific plans, including security aspects for a minimum of ten POD sites.

- Participate in, complete and submit the SNS state mandated drills along with After Action Reports and Corrective Action Plans

3. **COMPENSATION:**

(a) All work performed by Contractor according to the attached scope of services shall not exceed **\$55,065.00**

(b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;

(c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in Resolution No. **14-547**, which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, **Department Of Health And Human Services, Division of Senior Services**. Notice shall be given the billing cycle before the contract amount is expected to be exhausted.

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:** **RFP 2014-22** 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.

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.

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. Applicable employment goals shall conform to 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 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

By: 
Security Evaluation and Solutions Group, LLC
10 DRS. James Parker Boulevard, Suite 104
Red Bank, NJ 07701

Seal

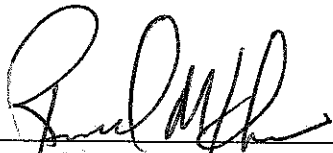
Attest: 

CHRISTINA MATURO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 27, 2017

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

ATTEST:

CITY OF TRENTON



RICHARD KACHMAR
CITY CLERK



ERIC E. JACKSON
MAYOR