

# RESOLUTION

19-404

No. 19-404

Date of Adoption Sept 05 2019

Factual content certified by

DR. SHING-FU HSUEH, PH.D. P.E., P.P.

Approved as to Form and Legality

*J. Morelli*  
JOHN MORELLI, CITY ATTORNEY

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 MOTT MACDONALD LLC, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830-4412 FOR CYBERSECURITY ENGINEERING EVALUATION AND PREPARATION OF PLANS IN AN AMOUNT NOT TO EXCEED \$215,582.00 -RFP2019-15**

WHEREAS, the City has a need for Cyber Security Engineering Evaluation and Preparation of Plans for a Period of One (1) Year for the City of Trenton, Department of Water & Sewer; and

WHEREAS, a Request for Proposal was advertised and four (4) proposals were received on January 22, 2019, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Mott MacDonald, LLC, 111 Wood Avenue South, Iselin, New Jersey 08830-4412 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 \$215,582.00 have been certified to be available in account number(s): 0-05- -55-5500-899 from July 1, 2019 to June 30, 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 Mott MacDonald, LLC, 111 Wood Avenue South, Iselin, New Jersey 08830-4412 for Cyber Security Engineering Evaluation and Preparation of Plans in an amount not to exceed \$215,582.00 for a period of one (1) year for the City of Trenton, Department of Water & Sewer.
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	✓				MCBRIDE	✓			
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN		✓							

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

SEP 05 2019

*Kathy McBride*  
President of Council

City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2019-15  
RESOLUTION 19-404**

THIS CONTRACT, made this 6<sup>TH</sup> day of SEPTEMBER 2019 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 **MOTT MACDONALD LLC, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830-4412** (CONTRACTOR").

**WHEREAS**, the City has a need for **CYBER SECURITY ENGINEERING EVALUATION AND PREPARATION OF PLANS** for the City of Trenton, Department of Water & Sewer.

**WHEREAS**, Contractor agrees to provide **CYBER SECURITY ENGINEERING EVALUATION AND PREPARATION OF PLANS** for the City of Trenton, Department of Water & Sewer 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:

**CYBER SECURITY ENGINEERING EVALUATION AND PREPARATION OF PLANS** for the City agrees to retain **MOTT MACDONALD LLC, 111 WOOD AVENUE SOUTH, ISELIN, NEW JERSEY 08830-4412** ("the request of and under the general supervision of the City of Trenton, Department of Water & Sewer.

**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 July 1, 2019 to June 30, 2020 in an amount not to exceed \$215,582.00.

- 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 #19-404 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 & Sewer.
- 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.

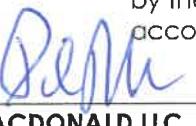
## **7. MISCELLANEOUS PROVISIONS:**

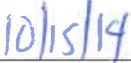
- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action 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

  
MOTT MACDONALD LLC  
111 WOOD AVENUE SOUTH  
ISELIN, NEW JERSEY 08830-4412

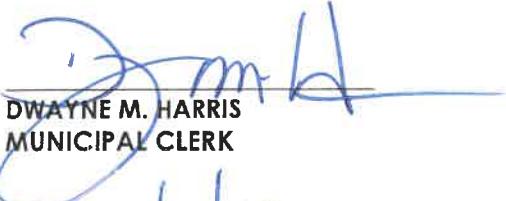
  
DATE

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

Attest:   
Mark O'Connor  
ASS'T. SECRETARY

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

ATTEST:

  
DWAYNE M. HARRIS  
MUNICIPAL CLERK

DATE

  
11/4/19

CITY OF TRENTON

  
W. REED GUSCIORA, ESQ.  
MAYOR

DATE

  
10/31/19

# Cost proposal

Description	Proposed fee
1. Evaluations, lump sum	\$73,190.00
2. Draft Recommendations, lump sum	\$70,735.00
3. Final Recommendations, lump Sum	\$32,057.00
Total	\$175,982.00

**Note:** Refer to the attached breakdown of costs for the various sub-tasks and additional details.

**Additional Option:**

As an option to provide ongoing Services, we have included a fixed lump sum price option. In the RFP, requirements for providing "situational awareness" are included. As this work would extend beyond what we believe is the intended project duration, we have included this as a separate option. Citadel-NY would provide these services with professional oversight by Mott MacDonald. We have budgeted for two personnel or 16 hours/month for 12 months with 10% overhead. Details for these services are included in our proposal and can be further negotiated.

**Option 1:**

Ongoing services and situational awareness for 12 months, lump sum **\$39,600.00**

Trenton Water Works  
Cybersecurity Engineering Evaluation and Preparation of Plans  
REP 2019-15

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### Direct Expenses

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Sub-Consultant Details:	Task 1: Site Survey and Evaluation	Task 2: Evaluation and A	Task 3: Follow-Up Interview	Task 4: Risk Assessment	Task 5: Cyber Evaluation	Task 6: Incident Response	Task 7: Cybersecurity Awareness	Travel/Materials:
Task 8: Final Report								Citadel-NY - IT Cybersecurity Company Car Expenses Dinner & Gas - 400/Hr

1 Evaluations		Task 1 Site Survey and Identification of Cyber Assets				
Task 2 Evaluation and Assessment						
Task 3 Follow-Up Interviews						
Task 4 Risk Assessment and Cyber Planning						
Task 5 Cyber Evaluation Report Workship						
Task 6 Incident Response/Disaster Recovery Planning						
Task 7 Cybersecurity Awareness Training						
Task 8 Final Report						
Task 9 Final Review						
Task 10 Final Report						
Task 11 Final Review						
Task 12 Final Report						
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Task 153 Final Review						

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Description	Fee Table Breakdown
Labor - Evaluations	1. Evaluations
Labor - Draft Recommendations	2. Draft Evaluations
Labor - Final Recommendations	3. Final Recommendations
Direct Costs	
	<b>Total</b>

<b>Direct Cost</b>	
\$ 73,687.50	\$1,677
	\$400
	<b>Total Direct Costs \$ 75,764.50</b>

## **II. SCOPE OF WORK**

The Trenton Water Works is seeking qualified engineering company to evaluate cyber security of the SCADA systems, water billing systems, accounts payable systems, time keeping systems, GIS, etc. and prepare plans for review. The Engineering Company shall evaluate the full operation of the Department of Water and Sewer in terms of using IT systems for various management, operations and maintenance tools. After review by the City, final plans have to be prepared and submit 10 copies together with a digital copy. The engineering company also shall provide training to department employees. The engineering company shall follow the requirements established by the Board of Public Utilities under NJDEP Water Quality Accountability Act (N.J.S.A. 59:31-1 et seq.), Section 4, Cybersecurity Plans. The scope of services is given below.

1. Establish a cybersecurity program that defines and implements organization, accountabilities and responsibilities for cyber risk management activities and establish policies, plans processes and procedures for identifying and mitigating cyber risk to critical systems.
2. Conduct risk assessments and implement appropriate controls to mitigate identified risks
3. Maintain situational awareness of cyber threats and vulnerabilities
4. Report cyber incidents and suspicious activity to Board Staff via New Jersey Cybersecurity and Communications
5. Create and exercise incident Response and Recovery Plans
6. Provide cybersecurity awareness and training programs