

RESOLUTION

19-404

No. _____

Date of Adoption SEP 05 2019

Approved as to Form and Legality

John Morelli
JOHN MORELLI, CITY ATTORNEY

Factual content certified by

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

Councilman/woman _____ presents the following Resolution:

RESOLUTION AWARDDING 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	✓				RODRIGUEZ	✓								
WILSON	✓													
HARRISON	✓				VAUGHN		✓							

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on SEP 05 2019

Kathy McBookie
President of Council

[Signature]
City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2019-15
RESOLUTION 19-404**

THIS CONTRACT, made this 6th 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

[Handwritten Signature]

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

10/15/14

DATE

Seal: _____

Attest: *[Handwritten Signature]*
ASS'T. SECRETARY

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

ATTEST:

[Handwritten Signature]

DWAYNE M. HARRIS
MUNICIPAL CLERK

11/4/19

DATE

CITY OF TRENTON

[Handwritten Signature]

W. REED GUSCIORA, ESQ.
MAYOR

10/31-19

DATE

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
RFP 2019-15

Labor

1	Evaluations	Task 1 Site Survey and Identification of Cyber Assets	Title/Grade:		Sr. Proj Eng	Sr. Proj Eng	Eng III	Eng II	Hrs.	Total Labor Fee	Hrs.	Labor Fee
			Name:	Name:								
		Task 2 Evaluation and Assessment	Proj. Princ. Joe Slanley (35110) \$250.00	Proj. Mgr. Thomas Kuhn (69810) \$246.58	Sr. Proj Eng Diari Preziosi (65603) \$220.63	Sr. Proj Eng Richard Umbino (51784) \$183.37	Eng III Shelom T. Varghese (73444) \$127.41	Eng II Kevin Kinwan (87590) \$95.54	206	\$ 18,326.93	206	\$ 39,013.81
		Task 3 Follow-Up Interviews							74	\$ 13,763.41		
		Task 4 Risk Assessment and Cyber Planning							31	\$ 6,923.48		
		Task 5 Cyber Evaluation Report Workshop							66	\$ 13,520.32		
		Task 6 Incident Response/Disaster Recovery Planning							48	\$ 10,188.85		
		Task 7 Issue Final report							108	\$ 17,188.05		
		Task 8 Issue Final report							40	\$ 8,897.56		
		Task 9 Cybersecurity Awareness Training							60	\$ 11,409.83		
		Total Hours:	28	105	141	122	30	102	528	\$ 100,218.43		
		Total Labor Fee:	\$ 7,280.11	\$ 25,890.82	\$ 31,109.25	\$ 22,371.04	\$ 3,822.40	\$ 9,744.81		\$		

Direct Expenses

Sub-Consultant Details:

1	Evaluations	Task 1 Site Survey and Identification of Cyber Assets	Title/Grade:		IT Spec.	IT Spec.	IT Spec.	Hrs.	Total Labor Fee
			Name:	Name:					
		Task 2 Evaluation and Assessment	IT Spec. Citadel IT Specialist \$187.50	IT Spec. Citadel IT Specialist \$187.50	IT Spec. Citadel IT Specialist \$187.50	IT Spec. Citadel IT Specialist \$187.50	100	\$ 18,750.00	
		Task 3 Follow-Up Interviews					66	\$ 12,750.00	
		Task 4 Risk Assessment and Cyber Planning					8	\$ 1,500.00	
		Task 5 Cyber Evaluation Report Workshop					52	\$ 9,750.00	
		Task 6 Incident Response/Disaster Recovery Planning					16	\$ 3,000.00	
		Task 7 Issue Final report					89	\$ 16,687.50	
		Task 8 Issue Final report					24	\$ 5,250.00	
		Task 9 Cybersecurity Awareness Training					32	\$ 6,000.00	
		Total Hours:	161	136	96	393			
		Total Labor Fee:	\$ 30,187.50	\$ 25,500.00	\$ 18,000.00			\$ 73,687.50	

Travel/Materials:

Description	Direct Cost
Citadel-NY - IT Cybersecurity Specialists	\$ 73,687.50
Company Car Expenses	\$1,677
Printing and Publication (10 copies Draft and Final)	\$400
Total Direct Costs	\$ 75,764.50

Summary

Description	MM Labor	Citadel-NY	Expenses	Printing
Labor - Evaluations	\$ 39,013.81	\$ 33,000.00	\$ 1,177.00	\$ 73,190.81
Labor - Draft Recommendations	\$ 40,897.23	\$ 29,437.50	\$ 200.00	\$ 70,734.73
Labor - Final Recommendations	\$ 20,307.39	\$ 11,250.00	\$ 300.00	\$ 32,057.39
Direct Costs	\$ 75,764.50			\$ 175,982.93
Total	\$ 175,982.93			\$ 175,982.93

Fee Table Breakdown

1. Evaluations	\$ 39,013.81
2. Draft Evaluations	\$ 40,897.23
3. Final Recommendations	\$ 20,307.39
Total	\$ 100,218.43

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