

RESOLUTION

No. 24-103

Approved by Council and Legal


WESLEY BRIDGES, ESQ. CITY ATTORNEY

Date of Adoption

MAR 21 2024

Factual content verified by


ADAM E. CRUZ, BUSINESS ADMINISTRATOR

Councilman/woman

presents the following Resolution:

RESOLUTION AWARDING A COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO FCC CONSULTANT SERVICES, LLC FOR COMPUTER TECHNICAL SUPPORT SERVICES FOR THE CITY OF TRENTON'S INFORMATION SYSTEM FOR A PERIOD OF THREE (3) YEARS FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$2,551,617.17 - CC2023-13

WHEREAS, the City of Trenton, Department of Administration, Division of Trenton's Information System, has a need for computer technical support services for a period of three (3) years with an option to extend two (2) additional one (1) year extensions for the City of Trenton, Department of Administration, Division of Trenton's Information System; and

WHEREAS, a request for competitive contracting request for proposal was advertised in accordance with N.J.S.A. 19:44A-20.4 et seq, and three (3) proposals were received on November 1, 2023 at 11:00am in the Division of Purchasing; by the Purchasing Agent and were evaluated by the evaluation committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of FCC Consulting Services, LLC, 186 South Broad Street, Trenton, NJ 08608 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed \$2,551,617.17 for a period of three (3) years are available in account numbers CY'24 4-01- -25-2540-290 (\$817,406.67) CY'25 5-01- -25-2540-290 (\$850,103.75), CY'26 6-01- -25-2540-290 (\$884,107.25) contingent upon the adoption of the temporary and/final budget of CY'24, CY'25, and CY'26 for a period of three (3) years from date of award with an option to extend two (2) additional one (1) extensions CY'27 (\$919,471.75) and CY'28 (\$837,754.83) contingent upon the adoption of the temporary and/final budget of CY 27 and CY 28; and

1. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
2. 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.

MOTION: <u>Harrison</u>					SECOND: <u>Frisky</u>				
Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	GONZALEZ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	PELICIANO
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	HARRISON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WILLIAMS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

MAR 21 2024

President of Council

City Clerk

CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2023-13

RESOLUTION NO.#24-103
COMPUTER TECHNICAL SUPPORT SERVICES FOR THE CITY OF TRENTON'S INFORMATION
SYSTEM AWARDED TO FCC CONSULTANT SERVICES, LLC

THIS CONTRACT, made this 21ST day of MARCH 2024 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 **FCC CONSULTANT SERVICES, LLC, 186 SOUTH BROAD STREET TRENTON, NEW JERSEY 08608** ("CONTRACTOR")

WHEREAS, the City has a need to provide **COMPUTER TECHNICAL SUPPORT SERVICES FOR THE CITY OF TRENTON'S INFORMATION SYSTEM** for the City of Trenton, Department of Administration, Division of Trenton's Information System.

WHEREAS, Contractor agrees to provide **COMPUTER TECHNICAL SUPPORT SERVICES FOR THE CITY OF TRENTON'S INFORMATION SYSTEM** 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 **FCC CONSULTANT SERVICES, LLC, 186 SOUTH BROAD STREET TRENTON, NEW JERSEY 08608** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Administration, Division of Trenton's Information System.

2. SCOPE OF SERVICES

SEE SCOPE ATTACHED

3. DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of three (3) years from **MARCH 21, 2024, TO MARCH 20, 2027**, in an amount not to exceed of \$2,551,617.17. Yr.1 (\$817,406.67) Yr.2 (\$850,103.75) and Yr. 3 (\$884,107.25) with an option to extend two (2) additional one (1) year extensions from date of award contingent upon the adoption of the temporary and/final budget of CY 27 (\$919,471.75) and CY 28 (\$837,754.83).

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 #24-103** 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 Administration.
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. The 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. Contractor will 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.
- 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. The contractor will conform to these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- h. The 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. The 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



FCC CONSULTANT SERVICES, LLC
186 SOUTH BROAD STREET
TRENTON, NEW JERSEY 08608

6/15/24

DATE

Seal: _____

Attest: _____

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

ATTEST:

CITY OF TRENTON


BRANDON L. GARCIA
MUNICIPAL CLERK
W. REED GUSCIORA
MAYOR

7/5/24
DATE

7.3.24
DATE