RESOLUTION

RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL PROCESS TO OUR CHILDREN LA, P.O. BOX 767, PACIFIC PALISADES, CA 90272 TO PROVIDE A SOCIAL SERVICES MOBILE APPLICATION FOR AT-RISK AND HOMELESS YOUTH IN AN AMOUNT NOT TO EXCEED $25,000.00 – CC2018-07

WHEREAS, Pursuant to N.J.S.A. 40A:11-4:1(a) for the purchase of licensing or proprietary computer software designed for contracting unit purposes, which may include hardware intended for use with the proprietary software. This subsection shall not be utilized for the purpose of acquiring general purpose computer hardware or software; and

WHEREAS, The Department of Health and Human Services has a need for a Social Services Mobile Application for at-risk and homeless youth. This application will target primarily youth from 18-24 years old with the goal of helping them locate and obtain the appropriate social services in the Mercer County area; and

WHEREAS, a Competitive Contracting Request for Proposal was advertised on July 11, 2018, and three (3) sealed proposals were received on July 11, 2018 and evaluated based on criteria that included experience and qualifications, quality of technical proposal, and responsiveness to the specifications; and

WHEREAS, the proposal of Our Children LA, P.O. Box 767, Pacific Palisades, CA 90272 was deemed to include the necessary qualifications and expertise for the performance of the services; and

WHEREAS, funds have been certified in an amount not to exceed $25,000.00 in account number G-PP-16-40-242C-299 for a period of one (1) year with an option to extend year two (2) and year three (3) in an amount not to exceed $14,000.00 per year; contingent upon the adoption of the FY’19, FY’2020, FY’2021 temporary budget.

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 Our Children LA, P.O. Box 767, Pacific Palisades, CA 90272 to provide a social services mobile application for at-risk and homeless youth for the City of Trenton, Department of Health and Human Services.

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(a).

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.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on OCT 04 2018

President of Council

City Clerk
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2018-07
RESOLUTION 18-628

THIS CONTRACT, made this 28th day of January 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 OUR CHILDREN LA, P.O. BOX 676 PACIFIC PALISADES, CA 90272 ("CONTRACTOR")

WHEREAS, the City has a need for SOCIAL SERVICES MOBILE APPLICATION for at-risk and homeless youth for the City of Trenton, Department of Health and Human Services.

WHEREAS, Contractor agrees to provide PROFESSIONAL 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 OUR CHILDREN LA, P.O. BOX 676 PACIFIC PALISADES, CA 90272 hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Health and Human Services.

2. SCOPE OF SERVICES

SEE ATTACHED

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of period one (1) year in the amount of $25,000.00 with an option to extend year two (2) in the amount of $14,000.00 and year three (3) in the amount of $14,000.00 per year; contingent the adoption of the FY'19, FY'2020, FY'2021 temporary budget.

3. COMPENSATION:
   
   [a] All work performed by the Contractor is a continuance to complete the project.
   
   [b] Compensation shall be paid in accordance with the software license agreement executed 1.15.2019.

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 #18-628, the Software License Agreement executed by the City of Trenton on 1-15-2019, and this contract constitute the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbinding, 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 Health and Human Services.

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. 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 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.

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. 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.

h. 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].

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.


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.
OUR CHILDREN LA (OCLA)
By Denise McCain-Tharnstrom
OCLA's President
P.O. BOX 676
PACIFIC PALISADES, CA 90272

Seal: ____________________________

Attest: __________________________

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK
02/07/19

CITY OF TRENTON

W. REED GUSCIORA
MAYOR
1/28/19

DATE

DATE
**SCOPE OF SERVICES:**

The City of Trenton wishes to enter into a licensing agreement with an Application (App) designer to provide homeless services and resources through mobile technology and programs to connect at-risk and youth homelessness to essential services. The searchable App will offer information and connections to programs providing food, shelter, health/mental health, legal, drop-in/access centers, jobs, transportation, education, government benefits, hotlines, crisis supports and more.

The selected agency will be responsible for the initial set-up, routine-maintenance, minor enhancement and the launch of the App as outlined in the Software License Agreement.

Services and responsibilities associated with the Parties under the OCLA/WIN Software License Agreement and this contract include:

- **Multi-location functionality:** WIN will offer users a Trenton NJ location option.
- **App Stores:** In-store mobile app download capability of WIN (limited to Apple App Store and Googleplay App store).
- **Minor regional edits/enhancements:** Minor regional edits/enhancements to WIN mobile app using up to 10 hours of developer time. Additional enhancements (that OCLA determines does not affect the WIN brand or compromise app functionality) requested by Trenton NJ will be billed at $150.00 hour.
- **Admin Dashboard:** Setup of Trenton NJ’s Administrative Dashboard within the WIN Administrative environment.
- **Trenton Database Setup:** OCLA will provide instructions and guidance for Trenton NJ’s authorized WIN database administration team to develop a Trenton-area provider dataset comprised of agencies who serve the homeless and resource insecure to be served by the WIN app in Trenton. (The content creation of the service provider list for Trenton NJ will be responsibility of Trenton NJ. To be eligible for inclusion in WIN, agencies listed in WIN must be accessible to users without a referral and be free or low cost/sliding scale)
- **Expansion of WIN Database and Operational Capacity:** WIN’s backend will be capable of hosting Trenton’s database and operations. WIN will offer the administrative and technical ability for Trenton, NJ to upload and maintain its dataset within the WIN cloud-based database system.
- **Data Input:** WIN’s admin will offer bulk data input capability. Trenton NJ will be given guidance and support for uploading this data—alternatively Trenton may pay OCLA to do this as a separate fee to
be negotiated separately.)

- **WIN Expansion Project Manager- OCLA will provide Trenton NJ access to its Project Expansion Manager for guidance and support during setup and launch. Post-Launch, Trenton will have access to OCLA’s WIN Expansion Project Manager to report WIN errors, crashes or to request reasonable operational guidance.

- **Pre-launch Training, Data and Administrative Support Tools; WIN mobile app administrative training materials will be made available to Trenton NJ. OCLA will offer Trenton NJ staff training on how to use WIN and its administrative dashboard prior to WIN launch in Trenton NJ.

- **WIN Usage Analytics and Defining Common Analytics; OCLA will assist Trenton NJ with the setup of WIN’s analytic software and the setup of Trenton, NJ’s billable search usage account on the host platform. OCLA will also offer common analytic metrics.

- **WIN User Feedback- OCLA will setup Trenton’s ability to monitor user feedback regarding Trenton NJ programs listed in regional database

- **Licensing Agreement – to be provided by OCLA and executed by the parties

- **Oversight and Maintenance of WIN mobile app (post-launch of Trenton NJ’s WIN) is offered so that the WIN mobile app continues to operate following any Apple/Android platform changes, and/or app-related operational bugs/errors/crashes associated with WIN mobile app as designed by OCLA and available in Summer, 2018. Technical/developer support associated with Trenton requested enhancements or other changes will be billed under a separate agreement that considers the magnitude and complexity of the enhancement and its required support.