

# RESOLUTION

No. 19-521

Date of Adoption

OCT 03 2019

Approved as to Form and Legality

  
JOHN MORELLI, CITY ATTORNEY

Factual content certified by

  
SHAKIRA ABDUL ALI, DIRECTOR OF HEALTH AND HUMAN SERVICES

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 ET SEQ TO THE RESCUE MISSION OF TRENTON, NEW JERSEY, LLC, 98 CARROLL STREET, P.O. BOX 790, TRENTON, NEW JERSEY 08605-0790 FOR EMERGENCY SHELTER FOR HOMELESS SINGLE MEN AND WOMEN IN AN AMOUNT NOT TO EXCEED \$271,000.00- CC2019-07**

**WHEREAS**, the City of Trenton, Department of Health and Human Services has a need to provide Emergency Homeless Shelter for Homeless Men and Women for a period of one (1) year with an option to extend two (2) one year extensions; and

**WHEREAS**, a Competitive Contracting Request for Proposal was advertised, and one (1) proposal was received on July 24, 2019, and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the sole proposal received from The Rescue Mission of Trenton, LLC, 98 Carroll Street, P.O. 790, Trenton, New Jersey 08605-0790 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 \$271,000.00 for a period of one (1) year shall be available in the following account number(s): 0-01- -40-4052-299 contingent upon the adoption of the FY'2020 temporary and or final budget; with an option to extend two (2) one year extensions (2<sup>nd</sup> year \$279,130.00 and 3<sup>rd</sup> year \$287,503.00).


**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of the City of Trenton as follows:

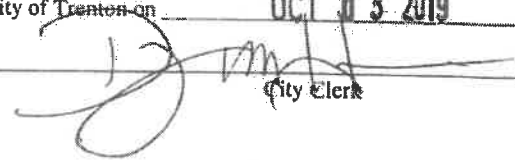
1. The Mayor is hereby authorized to enter into a contract with The Rescue Mission of Trenton, LLC, 98 Carroll Street, P.O. 790, Trenton, New Jersey 08605 to provide Emergency Homeless Shelter for Homeless Men and Women for a period of one (1) year with an option to extend two (2) one year extensions
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(k)
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	<input checked="" type="checkbox"/>				MUSCHAL	<input checked="" type="checkbox"/>				MCBRIDE	<input checked="" type="checkbox"/>			
CALDWELL	<input checked="" type="checkbox"/>				RODRIGUEZ	<input checked="" type="checkbox"/>								
WILSON	<input checked="" type="checkbox"/>				VAUGHN	<input checked="" type="checkbox"/>								
HARRISON				<input checked="" type="checkbox"/>										

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

OCT 03 2019

  
President of Council

  
City Clerk

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL**  
**CC2019-07**  
**RESOLUTION 19-521**

**THIS CONTRACT**, made this **4TH** day of **OCTOBER 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 **THE RESCUE MISSION OF TRENTON, NEW JERSEY, LLC, 98 CARROLL STREET, P.O. BOX 790, TRENTON, NEW JERSEY 08605-0790** ("CONTRACTOR")

**WHEREAS**, the City has a need for **EMERGENCY SHELTER FOR HOMELESS SINGLE MEN AND WOMEN** for the City of Trenton, Department of Health and Human Services.

**WHEREAS**, Contractor agrees to provide **EMERGENCY SHELTER FOR HOMELESS SINGLE MEN AND WOMEN** 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 **THE RESCUE MISSION OF TRENTON, NEW JERSEY, LLC, 98 CARROLL STREET, P.O. BOX 790, TRENTON, NEW JERSEY 08605-0790** 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 from October 4, 2019 to October 3, 2020 in an amount not to exceed \$271,000.00 upon the FY'2020 temporary and or final budget; with an option to extend two (2) one-year extensions (2<sup>nd</sup> year \$279,130.00 and 3<sup>rd</sup> year \$287,503.00). Funds will be available in the final adopted budget for the City of Trenton.

**3. COMPENSATION:**

- (a) All work performed by the Contractor is a continuance to complete the project.
- (b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

**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 #19-521** 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 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. 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.
  - 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

*May 17, 2019*

THE RESCUE MISSION OF TRENTON, NEW JERSEY, LLC  
98 CARROLL STREET, P.O. BOX 790  
TRENTON, NEW JERSEY 08605-0790

DATE

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

Attest: *[Signature]*

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

ATTEST:

*[Signature]*  
DWAYNE M. HARRIS  
MUNICIPAL CLERK  
*11/4/19*

DATE

CITY OF TRENTON

*[Signature]*  
W. REED GUSCIORA  
MAYOR  
*10-31-19*

DATE

## **SCOPE OF SERVICES**

Respondent must indicate how they will accommodate the following requisites:

- Respondent must describe how they will adhere to the Trenton / Mercer Continuum of Care policies and procedures that relate to that system's Coordinated Entry and Assessment Services
- Respondent must conduct screening, utilizing the CoC screening tool, for clients who exceed a 7-day stay in the shelter, within a 60-day period.
- Respondent must participate via liaison, in CEAS related activities; this will be limited to 15 hours per week, including accompanying clients to appointments at the request of the case manager
- Respondent must coordinate with community providers to ensure access to services and housing (provide protocol)
- Respondent must ensure that chronically homeless service-resistant clients are connected to the Coordinated Assessment Case Manager to facilitate access to permanent housing
- Respondent must work cooperatively with the CEAS Center to ensure individuals prioritized for housing are referred to the CEAS Center for assessment and engagement
- Respondent must provide a policy to address clients who are barred from their facility, when necessary; Vendor must be prepared to discuss such disbarment of any clients linked to the CEAS Center
- Respondent must demonstrate experience with utilization of a management information system, and be willing to participate in the Homeless Management Information System (HMIS)
- Respondent must work cooperatively with CEAS Center staff, and all Health and Human Services staff working directly with the homeless population.
- Respondent must work in conjunction with the CoC and City of Trenton to develop plans to reduce number and duration of emergency shelter stays
- Respondent must submit quarterly Consumers-In-Program HMIS report (available in HMIS)
- Respondent submit an invoice on a quarterly basis for payment.