

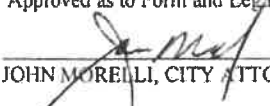
RESOLUTION

No. _____

Date of Adoption FEB 06 2020

Approved as to Form and Legality

Factual content certified by


JOHN MORELLI, CITY ATTORNEY


ADAM E. CRUZ, BUSINESS ADMINISTRATOR

Councilman /woman _____ presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING PROCESS TO MERCER COUNCIL ON ALCOHOLISM AND DRUG ADDICTION, 1931 BRUNSWICK AVENUE, LAWRENCE TOWNSHIP, NEW JERSEY 08648 TO PROVIDE EMPLOYEE ASSISTANCE FOR CITY OF TRENTON EMPLOYEES FOR A PERIOD OF TWO (2) YEARS WITH THE OPTION TO EXTEND ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR - CC2019-09

WHEREAS, Resolution Number 16-203 authorized the utilization of competitive contracting in lieu of public bidding for Employee Assistance as required pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1 et. seq.; and

WHEREAS, a Request for Proposal was advertised, and two (2) proposals were received on November 19, 2019 and evaluated based on criteria that included experience and qualifications, quality of technical proposal, price proposal and responsiveness to the specifications; and

WHEREAS, the proposal of Mercer Council on Alcoholism and Drug Addiction, 1931 Brunswick Ave, Lawrence Township, NJ 08648 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 \$29,166.69 have been certified to be available in account number 0 -01--80-8010-695 (December 1, 2019 to June 30, 2020) FY'2020, account number 1-01--80-8010-695 FY'2021 in an amount not to exceed \$50,000.00 (year two) from date of award to June 30, 2021; with an option to extend the third year FY'22 in an amount not to exceed \$50,000.00 account number 2-01- -80-8010-695 (June 30, 2022) and 3-01- -80-8010-695 (OTE) \$20,833.31 (November 30, 2022).

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 Mercer Council on Alcoholism and Drug Addiction, 1931 Brunswick Ave, Lawrence Township, NJ 08648 in an amount not to exceed \$29,166.69 (12/1/19 – 6/30/20) for the City of Trenton, Department of Administration.
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.
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					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

FEB 06 2020


President of Council


City Clerk

COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2019-09
RESOLUTION 20-51

THIS CONTRACT, made this **7TH** day of **FEBRUARY 2020** 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 **MERCER COUNCIL ON ALCOHOLISM AND DRUG ADDICTION, 1931 BRUNSWICK AVENUE, LAWRENCE TOWNSHIP, NEW JERSEY 08648** ("CONTRACTOR")

WHEREAS, the City has a need to provide **EMPLOYEE ASSISTANCE** to the City of Trenton's employees for the Department of Administration.

WHEREAS, Contractor agrees to provide **EMPLOYEE ASSISTANCE** for 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 **MERCER COUNCIL ON ALCOHOLISM AND DRUG ADDICTION, 1931 BRUNSWICK AVENUE, LAWRENCE TOWNSHIP, NEW JERSEY 08648** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Administration.

2. SCOPE OF SERVICES

SEE ATTACHED

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect as follows: in an amount not to exceed \$29,166.69 from December 1, 2019 to June 30, 2020 for year one (1); in an amount not to exceed \$50,000.00 year two (2) from date of award to June 30, 2021; with an option to extend the third (3) year in an amount not to exceed \$50,000.00.

- (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.

3. 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.

- 4. 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.

5. **INTEGRATION: Resolution #20-51** 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.
6. **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.
7. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
8. **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

Arlene Cooper
MERCER COUNCIL ON ALCOHOLISM
AND DRUG ADDICTION
1931 BRUNSWICK AVENUE
LAWRENCE TOWNSHIP, NEW JERSEY 08648

3-11-2020
DATE

Seal: _____

Attest: Philip J. [Signature]

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

ATTEST:

D. M. Harris
DWAYNE M. HARRIS
MUNICIPAL CLERK

4/27/20
DATE

CITY OF TRENTON

W. Reed Gusciora
W. REED GUSCIORA
MAYOR

4-21-2020
DATE

1. SCOPE

The City of Trenton, Department of Administration, Division of Personnel's Health Benefits is requesting sealed proposals for the City's Employee Assistance Program (EAP) for City employees.

2. EMPLOYEE POPULATION

As of January 2019, the City of Trenton employs approximately 1,250 full time employees.

3. TERM AND TERMINATION OF AGREEMENT

- a) The agreement shall commence no later than December 1, 2019.
- b) The initial term of service in the agreement shall be for two years from the effective date of coverage, December 1, 2019 and terminate on November 30, 2021. Subject to approval, there is a renewal option for a third year. This agreement is pursuant to a resolution of the Municipal Council authorizing award of the agreement.
- c) This agreement shall terminate immediately upon the disqualification for the Organization to operate an EAP, subject, however, to the Organizations right to assign its rights and obligations under this agreement, any assignment is subject to the prior approval of the City, as provided in Section d.
- d) In the event the Organization desires to effect an assignment, it will notify the City in writing of the proposed date of assignment and the name and address of the assignee. The assignment may thereafter be effected, unless the City notifies the Organization of its objections in writing within thirty (30) days following receipt by it of such notice of assignment. The assignee must provide same information and format as required in this request for proposals.
- e) Notwithstanding anything to the contrary herein contained, this agreement may be terminated by the City without cause at any time for any reason upon thirty (30) day notice given in writing to the Organization.
- f) In the event that additional funds for this agreement are not appropriated and made available in the City's fiscal year 2020 budget, or in subsequent fiscal years, this agreement will terminate upon the expenditure of the funds authorized by purchase order.