

RESOLUTION No. 13-485

AUG 15 2013

Date of Adoption _____

Approved as to Form and Legality

Cary M. Amara

City Attorney

Factual content certified by

Arann E. Hutchinson

Councilman / woman

Sam Caldwell

Title

Vulva J. Gault-Jackson

presents the following Resolution:

RESOLUTION TO AWARD A CONTRACT WITH THE MERCER COUNCIL ON ALCOHOLISM AND DRUG ADDICTION, 447 BELLEVUE AVENUE, TRENTON, NEW JERSEY 08618 TO PROVIDE ASSISTANCE SERVICES TO THE EMPLOYEES OF THE CITY OF TRENTON

WHEREAS, the City of Trenton has a continued need for employee assistance services for the employees of the City of Trenton pursuant to NJSA 19:44A- 20.5; and,

WHEREAS, Resolution Number 13-208 extended the contract with Mercer Council on Alcoholism and Drug Addiction for a period of one year from July 1, 2013 to May 31, 2014; and,

WHEREAS, a Request for Proposals was advertised, and (3) proposals were received on May 7, 2013 and evaluated based on criteria that included experience, references, qualitative scoring and cost; and,

WHEREAS, the evaluation committee has recommended that the contract be awarded to Mercer Council on Alcoholism and Drug Addiction, 447 Bellevue Avenue, Trenton, NJ, 08618 for a two (2) year period beginning retroactively from June 1, 2013 to May 31, 2015 with a one (1) year option extension; and,

WHEREAS, funds in an amount not to exceed \$45,000.00 per year is certified to be available in Account numbers 3-01- -80-8010-695 (June 2013), 4-01- - 80-8010-695 (July 1, 2013 – June 30, 2014), and 5-01- -80-8010-695 (July 1, 2014 – May 31, 2015), contingent upon the availability of funds and adoption of the temporary or final budgets for FY 2013, FY 2014 and FY 2015 budget.

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

1. The Mayor is hereby authorized to award the contract with Mercer Council on Alcoholism and Drug Addiction to provide employee assistance services to the employees of the City of Trenton for the period of June 1, 2013 to May 31, 2015.
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 et. seq.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BETHEA	✓				HOLLY WARD	✓				MUSCHAL	✓			
CADWELL WILSON	✓				MOBRIDE	✓								
CHESTER	✓				REYNOLDS JACKSON	✓								

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

AUG 15 2013

George P. Muschal

President of Council

[Signature]

City Clerk
Deputy

**PROFESSIONAL SERVICES CONTRACT
RFP 72-B
RESOLUTION #13-485**

THIS CONTRACT, made this 15TH day of AUGUST 2013 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and **MERCER COUNCIL ON ALCOHOLISM AND DRUG ADDICTION, 447 BELLEVUE AVENUE, TRENTON, NJ 08618 ("CONTRACTOR")**.

WHEREAS, the City has need to Provide Alcoholism and Drug Addiction Assistance Services to the Employees of the City of Trenton for the Department of Administration.

WHEREAS, Contractor agrees to perform **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 Mercer Council on Alcoholism and Drug Addiction, 447 Bellevue Ave, Trenton, NJ 08618 at the request of and under the general supervision of the City of Trenton, Department Administration.
2. **SCOPE OF SERVICES:** The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:

The City's EAP program is established to provide for all City employees and eligible dependents a professional counseling service which deals with a complete spectrum of problems, which may include but not be limited to the following:

- a) alcohol abuse
- b) drug use
- c) gambling addiction
- d) decline in job performance
- e) situational stress
- f) financial problems
- g) catastrophic illness

- h) family problems
- i) marital problems
- j) depression
- k) anxiety
- l) critical incident stress
- m) layoff or demotion

It is required that the Provider develops and maintains an Out-Placement Referral Directory listing resources for services available to City employees.

3. **DURATION OF THE CONTRACT:** This contract shall remain in full force for a two (2) year period with a one (1) year option extension. It begins retroactively starting June 1, 2013 to June 30, 2014 and July 1, 2014 through May 31, 2015. The second year is contingent upon the availability of funds.
4. **COMPENSATION:**
 - (a) All work performed by Contractor according to the attached scope of services shall not exceed \$45,000.00 per year.
 - (b) Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing;
 - (c) In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in Resolution No. 13-485, which is incorporated herein by reference. In the event Contractor anticipates exceeding the aforesaid contract amount, the Independent Contractor, shall give prior written notice to the City of Trenton, Department of Administration. Notice shall be given in the billing cycle before the contract amount is expected to be exhausted.
5. **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.
6. **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.

7. **INTEGRATION:** RFP2013-72B 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.
8. **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.
9. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.
10. **MISCELLANEOUS PROVISIONS:**

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;

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.

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.

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.

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.

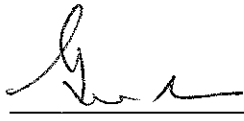
Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are take without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these e employment goals, consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

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).

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


MSW, LSW, LCADC, CAS
Mercer Council on Alcoholism and
Drug Addiction
447 Bellevue Ave
Trenton, NJ 08618

Seal

Attest: 

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

ATTEST:

CITY OF TRENTON


RICHARD M. KACHMAR
CITY CLERK


HONORABLE TONY F. MACK
MAYOR