

RESOLUTION

No. 23-192

Date of Adoption APR 20 2023

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., CITY ATTORNEY

Actual content certified by

MARIA RICHARDSON, DIRECTOR OF RECREATION, NATURAL RESOURCES AND CULTURE

Councilman/woman

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., NORTHEAST & BUCKS COMPANY T/A MULLIN & LONERGAN ASSOCIATES FOR ANNUAL ACTION PLAN, CAPER, ENVIRONMENTAL REVIEW, HOME ARP AND TECHNICAL ASSISTANCE FOR THE CPD PROGRAM IN AN AMOUNT NOT TO EXCEED \$111,000.00 FOR A PERIOD OF ONE (1) YEAR FROM TIME OF AWARD- RFP2023-07

WHEREAS, the City has a need for the Action Plan, Caper, Environmental Review, Home ARP Plan and Technical Assistance for the CPD Programs; for a period of one (1) year from time of award for the City of Trenton, Department of Recreation, Natural Resources, and Culture; and

WHEREAS, a request for proposal was advertised, and two (2) sealed proposals were received on February 2, 2023 at 11:0AM, by the Purchasing Agent and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Northeast & Bucks Company T/A Mullin & Lonergan Associates, 800 Venial Street - Suite B414, Pittsburg, PA 15212 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 \$111,000.00 have been certified to be available in the following trust account number(s): T-19-22-26-2500-290 for a period of one (1) year from time of award.

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

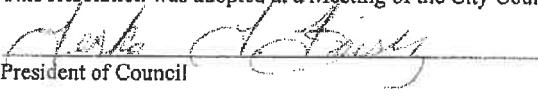
1. The Mayor is hereby authorized to enter into a contract with Northeast & Bucks Company T/A Mullin & Lonergan Associates, 800 Venial Street - Suite B414, Pittsburg, PA 15212 need for the Action Plan, Caper, Environmental Review, Home ARP Plan and Technical Assistance for the CPD Programs; for a period of one (1) year in an amount not to exceed \$111,000.00 for a period of one (1) year from time of award for the City of Trenton, Department of Recreation, Natural Resources and Culture
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
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
EDWARDS	✓				GONZALEZ	✓				FRISBY	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA KETTENBURG	✓				WILLIAMS	✓								

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

APR 20 2023

President of Council


City Clerk

PROFESSIONAL SERVICES CONTRACT
RFP2023-07
RESOLUTION 23-192

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") made this 21ST day of APRIL, 2023 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") **NORTHEAST & BUCKS COMPANY T/A MULLIN & LONERGAN ASSOCIATES., 800 VENIAL STREET- SUITE B414, PITTSBURG, PENNSYLVANIA 15212**("CONTRACTOR").**

WHEREAS, the City has a need for **Action Plan, Caper, Environmental Review, Home ARP Plan and Technical Assistance for the CPD Programs** for the City of Trenton, Department of Recreation, Natural Resources, and Culture.

WHEREAS, the City agrees to retain **NORTHEAST & BUCKS COMPANY T/A MULLIN & LONERGAN ASSOCIATES**, to perform these services in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES:** Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.
- 2. DURATION OF THE CONTRACT:** This contract shall remain in full force and effect for a period of one (1) year from **APRIL 21ST, 2023**, to **APRIL 20TH, 2024**.
- 3. COMPENSATION:** For the satisfactory completion of the services to be provided under this Contract, the City of Trenton will pay the Contractor a sum, not to exceed **\$111,000.00**, that the City of Trenton agrees to pay as set forth herein. As full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event during the terms of this Contract, Contractor's billings shall hereunder exceed the amount set forth in **Resolution No. 23-192** which is incorporated herein by reference. In the event the Contractor anticipates exceeding the aforesaid contract amount, the Independent Contracts, shall give prior written notice to the City of Trenton, Department of Housing and Economic Development.

4. **INVOICES:** Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.
5. **SOURCE OF FUNDS:** The City participates in the Community Development Block Grant ("CDBG") program and receives annual funding from the U.S. Department of Housing and Urban Development ("HUD") under the Housing and Community Development Act of 1974, Public Law 93-383, as amended, herein called the "Act". This contract is for services that may be funded in whole or in part with CDBG funds and must comply with the terms and conditions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at § 570.502.
6. **INDEPENDENT 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.
7. **INTEGRATION:** **Resolution #23-192** 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 Housing and Economic Development.
8. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes regulations and requirements. The Contractor shall commit no trespass on any public or private property in performing any of the work embraced by this contract.
9. **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.
10. **INSURANCE:** The Contractor warrants that it has obtained and will maintain at its expense for the duration of this Contract as follows:

Workers' Compensation Insurance as required by the State of New Jersey and Employer's Liability Insurance with a minimum limit of \$500,000.00 per accident for bodily injury or disease. The City of Trenton shall be named as additional insured.

Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location.

Professional Liability Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage.

11. **INDEMNIFICATION:** The City of Trenton shall not be liable for failure on the part of the Contractor or any other party to perform all work under this Contract in accordance with all applicable laws and regulations. The Contractor waives any and all claims and recourse against the City of Trenton, including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this Contract, except for liability arising out of concurrent or sole negligence of the City of Trenton or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend the City of Trenton from and against any and all claims, demands, damages, costs, expenses or liability of any kind (including reasonable attorneys' fees) arising from, growing out of or in any way connected with or incident to, the Contractor's performance of this Contract, except for liability arising out of the concurrent or sole negligence of the City of Trenton or its officers, agents or employees. This provision shall survive the termination of this Contract for any claim arising during the term of the Contract.
12. **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.
13. **DEBARMENT, SUSPENSION, AND INELIGIBILITY:** The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors or subrecipient entities are debarred, suspended, proposed for debarment or declared ineligible to participate in the Contract, is listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235).
14. **TERMINATION OF CONTRACT:**

This Contract may be terminated as follows:

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall

violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the City as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the contractor, "Termination of Contract for Cause" hereof relative to termination shall apply.

TERMINATION DUE TO LOSS OF FUNDING: In the event that Grants Administration reduces or terminates payments under the CDBG Program so as to prevent the City of Trenton from paying the Contractor with CDBG funds, the City of Trenton will give the Contractor written notice which sets forth the effective date of the termination and explains the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.

15. **REPORTS AND INFORMATION:** The Contractor at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any matters covered by this Contract.
16. **PATENTS:** If this Agreement results in any discovery or invention which may develop in the course of or under the Agreement, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use the work for any governmental purpose.
18. **RECORDS AND REPORTS:** Records for nonexpendable real property purchased totally or partially with CDBG funds must be retained for five years after its final disposition. The (Unit of Local Government) must provide a quarterly progress report. All other pertinent grant records, including beneficiary data, financial records, supporting documents, and statistical records, shall be retained for a minimum of five years after final close-out of the Grant. If,

however, any litigation, claim or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation claim or audit is resolved.

19. **RECORDS AND AUDITS:** The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
20. **RETENTION OF RECORDS:** The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period.
21. **COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT:** Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 CFR 35.101 et seq, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the Contractor agrees to comply with the Attorney General Prohibitions Against Discrimination 28 C.F.R. 35.130 and all other regulations promulgated under Title II of the Americans With Disabilities Act.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the City and any grantor from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the City and any grantor agency as a result of the Contractor's failure to comply with the provisions of the above paragraph.

22. **EQUAL EMPLOYMENT OPPORTUNITY:** As applicable to all contracts, subcontracts and subgrants that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of 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 City setting forth the provisions of this non-discrimination clause.

The Contractor will, in all solicitation of advertisement for employees to be 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, sex, or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

23. **CIVIL RIGHTS ACT OF 1964:** The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.
24. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
25. **AGE DISCRIMINATION ACT OF 1975:** The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
26. **BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352) :** The Contractor certifies, to the best of his or her knowledge and belief that:

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
27. **DISCLOSURE AND COMPLIANCE:** Contractor agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of this contract and Contractor shall

comply with all applicable federal, state and county laws and regulations governing conflicts of interest including but not limited to 2 CFR 200.112 - Conflict of Interest found in Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

28. **CLEAN AIR ACT AND CLEAN WATER ACT COMPLIANCE:** Compliance with the applicable standards, orders or requirements issues under the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738 and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

- A. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.
- E. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

29. **ENERGY CONSERVATION PROVISIONS:** Contractor will comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871.

30. **DAVIS BACON ACT:** as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Attach HUD form 4010 Federal Labor Standards Provisions

31. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** As applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

32. **PROCUREMENT OF RECOVERED MATERIALS:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

33. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1801 U):**
This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:
Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):
A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u.
The purpose of section 3 is to ensure that employment and other economic

opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

31. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

32. RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS: As applicable to all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or City of Trenton CDBG program requirements, shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator.

33. FORCE MAJEURE. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

34. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract, including all documents incorporated by reference pursuant to paragraph 7 hereof, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City and Grants Administration. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the City

35. 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, 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.
- F. 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.
- G. 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).

H. 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

If any of the above state requirements, conflict with federal requirements the more stringent of the requirements will apply.

CONTRACTOR

William F. War

5-16-03

NORTHEAST & BUCKS COMPANY T/A MULLIN & LONERGAN ASSO.

DATE

800 VENIAL STREET- SUITE B414

PITTSBURG, PENNSYLVANIA 15212

Seal: _____

Attest: juli ailey

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

ATTEST:


BRANDON L. GARCIA

MUNICIPAL CLERK

DATE

6/12/23

CITY OF TRENTON


W. REED GUSCIORA, ESQ.

MAYOR

DATE

6/5/23

- a) A PJ's HOME-ARP allocation plan must include:
- b) A summary of the consultation process and results of upfront consultation
- c) A summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reasons why
- d) A description of HOME-ARP qualifying populations within the jurisdiction
- e) An assessment of unmet needs of each qualifying population
- f) An assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system
- g) A summary of the planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations
- h) An estimate of the number of housing units for qualifying populations the PJ will produce or preserve with its HOME-ARP allocation
- i) A description of any preferences for individuals and families in a particular qualifying population or a segment of a qualifying population.

5. Technical Assistance

The respondent shall provide the City of Trenton with technical advice and assistance in developing policy planning and management capacity and to carry out management coordination and monitoring of activities necessary for effective planning and implementation of the Community Development, HOME, CDBG, and ESG Programs.

The Consultant agrees to render technical advice and assistance through personal visits, email, telephone communication and written responses to the City and provide assistance including but not limited to:

- a. Assist the City in clarifying questions on eligible activities through research of HUD policy memos, preparation of written requests for HUD determination, and other assistance
- b. Advise the City on the need for additional environmental reviews for activities funded by local or major amendments
- c. Provide guidance and direction to the City on compliance with any new HUD regulations and memos periodically issued during the program year
- d. Performance Standards for Program Management in areas of acquisition, relocation, equal opportunity, and citizen participation
- e. Requirements of the various laws, regulations, circulars, handbooks, etc., pertaining to nondiscrimination, relocation and acquisition, and labor standards
- f. Requirements for Equal Opportunity Documentation
- g. Documentation for actions undertaken to further fair housing
- h. Assist the City in preparing Substantial amendments
- i. Assist the City in developing economic development activities to be funded with Block Grant funds
- j. Meet with the City periodically to review program progress and assist in overcoming impediments
- k. The Consultant will amend the Citizen Participation Plan as necessary to meet current HUD regulations
- l. Advise the City in applying for and implementing other federal or state programs which would provide leverage to and/or replace the City's Grant funds in the fields of community development and housing
- m. Assist the City with IDIS activity set up and completion and other aspects of IDIS as necessary

The City of Trenton is also the recipient of HUD CDBG and ESG CARES Act funds. Respondents will provide services as needed, including but not limited to:

- a. Preparation of the substantial amendments required for all CV projects
- b. Preparation of the Environmental Review for all funds received by the City
- c. Assistance and advise in the use and administration of the ESG and CDBG CV

IV. CONTENT AND FORMAT OF PROPOSAL

The response to the RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet the needs specified in this proposal. To expedite the review process, please organize the technical information in the order listed below with the submission being concise. Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

- A. **Cover Letter:** Required to be signed by an individual authorized to bind the proposing entity to the proposal for a period of 90 days. Letter must include, General information about the consultant, e.g., company size, location, years in business, number of staff, contact phone, and e-mail address and a clear and concise response as to why the City of Trenton should select your firm for this work. Please tell us anything you think is unique or important about your firm as it relates to this proposal. Include advantage, skill, or expertise you can provide specific to the project. Identify if your firm is a small and minority firm, women's business enterprise, or labor surplus area firm.
- B. **Qualifications:** The consultant should have experience in all aspects of administering similar projects. Consultant and staff must be familiar with Federal and State statutes, regulations and procedures. The Consultant must have the ability to work with government agencies at various levels, Federal, State, and Local. History of good working relationships with government agencies is helpful.
 - a. **Firm experience and workload**
 - i. A detailed description of similar projects successfully completed by the firm in the past three to five years and a detailed description of results of that work; include the name and telephone number of a contact person for each client who can verify the information provided.
 - ii. Listing of current projects and percent complete.
 - b. **References:** Respondent shall provide a minimum of three (3) references that are using services of the type proposed in this RFP. The references may include government agencies where the Respondent, preferably within the last three years, has successfully completed contracts of this type. At a minimum, the Respondent shall provide the entity's name, the location where the services were provided, contact person(s), contact's position, contact's telephone number, a complete description of the service type, dates the services were provided, and cost of services. These references may be contacted to verify Respondent's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Respondent to perform the conditions of the contract.

c. **Resumes/Company Profile and Experience:** Respondent shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

Provide sufficient detail, information, supporting documentation or examples of the following:

- i. Name of Individual assigned primary responsibility for the project.
- ii. Names, addresses and telephone numbers of anticipated sub-consultants.
- iii. Firm's experience with governmental agencies: Federal, State, County and Local.
- iv. Detail experience in administering similar projects. Explain the extent of your experience, how each element is addressed and whether the service is done inhouse or contracted out.
- v. Describe how your firm ensures good communication with clients.

C. **Methodology/Project Approach:** Respondent should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the Respondent intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. The proposal should be a detailed description of how the firm proposes to approach this project, including sufficient discussion of proposed methodologies, techniques, and procedures for each work item. Provide a breakdown and description of tasks assigned per project team member.

Describe the hierarchy of project management. The work program should indicate the formats and number of meetings with City staff that will be provided, and the timing and purpose of those meetings.

Describe how you would help the city increase public participation during the planning process.

D. **Project Schedule:** Please note: the contract may not begin until mid-January 2023. Work on the project should commence within two (2) weeks of notice to proceed. Include time frames for completion of key tasks for each project deliverable:

- 2023 Action Plan
- 2023 CAPER [Program Year 2022]
- Environmental Review
- HOME ARP Plan/2022 Annual Action Plan Amendment

E. **Budget Proposal:** The City will consider costs in its overall evaluation of the proposals. Consultant shall provide a not-to-exceed cost for each deliverable. The fee must be inclusive of all service fees and expenses. The budget proposal should itemize the not-to-exceed cost for each of the deliverables:

Provide a separate fee schedule for supplemental charges that may be assumed at the discretion of the City and through a future contract addendum. These could include fees for conducting additional public meetings, additional meetings with City staff, additional stakeholder or community meetings, additional iterations or revisions, etc.

V. TERM OF CONTRACT

This contract will be awarded for a twelve (12) month period pending funding availability and council approval.

Respondent must provide an hourly rate, and said rate shall be inclusive of all costs, such as travel, etc.

A not-to-exceed maximum allowance of Three Hundred (300) hours technical support shall be estimated for the entire contract term. This estimate does not constitute a promise of work, nor guarantee a maximum or minimum amount of work, as the hourly rate shall prevail, as needed, throughout the life of the contract.

It is the responsibility of the awarded contractor to provide invoicing that reflects number of hours and state exactly which work has been performed for the given aspect of the contract and the specific program, be it for the Action Plan, the CAPER, Environmental Reviews, or in technical Support in the program of CDBG, HOME, ESG, ESG-CV, CDBG-CV, or HOME-ARP.

VI. PROPOSED DUE DATE

Sealed Proposals must be submitted to the Purchasing Agent, Ms. Isabel Garcia, QPA, City of Trenton, City Hall, Division of Purchasing, 1st floor, 319 East State Street, Trenton, New Jersey 08608 on or **FEBRUARY 3, 2023, AT 11:00AM**. The City of Trenton will not assume responsibility for any proposal received after the due date. Any proposal received after the prescribed due date will not be accepted.

VII. SUBMISSION REQUIREMENTS

- Candidates responding to this Request for Proposal shall submit one (1) original copy and four (4) additional copies of the full proposal package to the City's Purchasing Agent as described in Proposed Due Date section. Each proposal shall be prepared simply and economically. **PLEASE DO NOT BIND THE PROPOSALS**
- **A statement of conflicts of interest** (if any) the proposing entity or key employee may have regarding these services, and a plan for mitigating the conflict(s). Please note that City may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Consultant/Firm, and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.
- **Certification Regarding Lobbying.** Federal Form SF-LLL enclosed. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Required Federal Contract Provisions.** Applicable provisions must be included in all contracts executed as a result of this RFP.
- **References.** As outlined in section IV.

VIII. CITY OF TRENTON RESPONSIBILITIES

- The City will make all documents (Agreements, Project documents, ordinances, resolutions, studies, etc.) available to the Consultant. City staff will provide guidance and assistance necessary to obtain the information required for completion of the project.
- The City will arrange, schedule, and provide facility space for meetings.
- The City will notify stakeholders and community members of all meeting and interviews.

- The city will provide the consultant with comprehensive geographic information for the study area, as either hard-copy plots to scale, or as GIS-based digital data. Geographic information that is available includes, but is not limited to, parcel lot lines, cadastral property data, floodplains, wetlands, stream buffers, topography, slopes, aerial photography, density plotting, etc.

IX. QUESTIONS AND ANSWERS

Proposers must notify the City of any ambiguity, inconsistency or error they may find. All questions about the RFP must be submitted in writing to Isabel Garcia, QPA, Purchasing Agent by email to igarcia@trentonnj.org.

Any changes or corrections to the original RFP or any other information that will affect the completion of the award will be disseminated in the form of an addendum posted in the Trenton Times newspaper and on the City's Purchasing website at <https://nj-trenton.civicplus.com/list.aspx>. Respondent's shall visit the City of Trenton's website for any addenda/notifications issued prior to the request for proposal opening at <https://nj-trenton.civicplus.com/list.aspx>.

X. ORAL PRESENTATION AND/OR WRITTEN CLARIFICATION

If the city deems necessary, candidates who submit a proposal in response to the Request for Proposal may be required to give an oral presentation and/or written clarification of their proposal to the city. This will provide an opportunity for the candidate to clarify or elaborate on the proposal but will in no way change the proposal. The Department of Housing and Economic Development will schedule the time and location of these presentations if they are required.

XI. EVALUATION CRITERIA

Selection of the Firm for interview (if interviews are held) with the city will be based on the contents of the written proposal. A maximum of one hundred (100) points is possible. The proposal will be evaluated and ranked by a committee of selected City staff. Evaluation criteria are not necessarily listed in order of importance. The City reserves the right to weigh its evaluation criteria in any matter it deems appropriate. Firms with experience in the planning and administering HUD funded activities for a high-risk entitlement community will be given priority.

Please note that the lowest/best bid will not be the sole basis for entering into the contract.

Cost - 25 points

- Detail established charges for specific services which are comprehensive and reasonable.
- Services are listed and priorities assigned.
- Provide specific costs for each expense anticipated during the term of the contract.
- Include combining or modifying recommended tasks that may enhance the general performance of the contract.

Staff Qualifications/Experience - 35 points

- The city will place considerable weight on the qualifications of the firm and project team members who will be assigned the work on this project.
- Number of personnel available to service the contract are sufficient.
- Knowledge of local housing and community development resources.
- Proven expertise and understanding of the United States Department of Housing Community and Development Planning formula grants and applicable regulations and Standards.

Work Plan/Methodology - 25 points

- The proposed schedule for performing the work for the project in a timely manner.
- The selected firm must be able to begin work within two weeks for notice to proceed.

- Analysis and proposal address time constraints. Contract may not begin until mid-January 2022

Understanding the project scope - 15 points

- Demonstrated ability to perform and manage the project.
- Expertise and a successful track record in the development and implementation of meaningful and broad public participation process.
- Knowledge and understanding of the general housing and community development conditions of the City of Trenton, its demographic characteristics and its neighborhoods (especially those generally populated by individuals and families of low to moderate incomes).

XII. AWARD OF CONTRACT

The City of Trenton intends to negotiate a firm fixed fee contract or "cost not to exceed" type contract for all services herein requested. The respondent to whom the award is made will be required to enter into a written contract with the City. A copy of the vendor's proposal and the contract specifications may be attached to and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

The final award will be contingent upon approval by Resolution of City Council. The term of the contract will begin after the contract is fully executed, and all required bonds, insurance documents and contents of the Information Packet have been received and approved.

XIII. REQUIRED REVIEW

GENERAL PROVISIONS FOR FEDERALLY FUNDED PROJECTS

Consulting services will be paid using federal Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD) and administered by the City of Trenton Department of Housing and Economic Development. In addition to the other provisions required by the Federal agency or Non-Federal entity, all contracts made by the Non-Federal entity under the federal award must contain 2 CFR Part 200 Appendix II Contract Provisions.