

# RESOLUTION

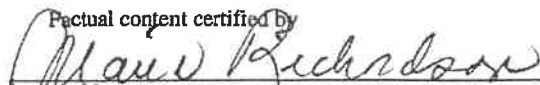
No. \_\_\_\_\_

**23-148**Date of Adoption **APR 06 2023**

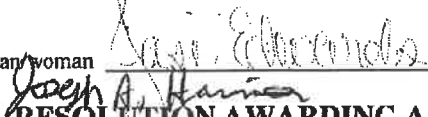
Approved as to Form and Legality

  
WESLEY BRIDGES, ESQ. CITY ATTORNEY

Factual content certified by

  
MARIA RICHARDSON, ACTING DIRECTOR OF HEALTH AND HUMAN SERVICES

Councilman/woman

  
Joseph A. Harrison

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 HENRY J.  
AUSTIN HEALTH CENTER FOR PROVISIONS OF COMPREHENSIVE  
PRIMARY HEALTH CARE SERVICES TO UNDERINSURED AND UNINSURED  
RESIDENTS OF THE CITY OF TRENTON, NEW JERSEY  
FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD IN AN AMOUNT  
NOT TO EXCEED \$259,000.00- CC2023-04 WITH AN OPTION TO EXTEND TWO  
(2) ONE (1) YEAR CONTRACT EXTENSIONS**

**WHEREAS**, the City of Trenton, Department of Health and Human Services has a need for Provisions of Comprehensive Primary Health Care Services to Underinsured and Uninsured Residents of the City of Trenton for a period of one (1) year with an option to extend two (2) one (1) year contract extensions for the City of Trenton, Department of Health and Human Services; and

**WHEREAS**, a Competitive Contracting Request for Proposal was advertised, and one (1) proposal was received on February 9, 2023, at 11:00am by the Purchasing Agent, and was evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

**WHEREAS**, the sole proposal received from Henry J. Austin Health Center, 321 N. Warren Street, Trenton, New Jersey 08618-0471 deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

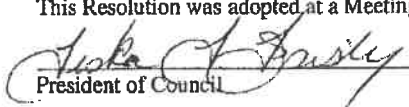
**WHEREAS**, funds in an amount not to exceed \$259,000.00 for a period of one (1) year shall be available in the following account number(s): 2-01-40-4022-290 for a period of one (1) year from date of award; with an option to extend the contracts for two (2) one (1) year extensions (2<sup>nd</sup> year \$259,000.00 and 3<sup>rd</sup> year \$259,000.00); funds will be available in the final adopted budget for the City of Trenton.

**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 Henry J. Austin Health Center, 321 N. Warren Street, Trenton, New Jersey 08618-0471 for Provisions of Comprehensive Primary Health Care Services to Underinsured and Uninsured Residents for a period of one (1) year with an option to extend two (2) one (1) year contract extensions for the City of Trenton, Department of Health and Human Services.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:114.1(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
EDWARDS	✓				GONZALEZ	✓				FRISBY	✓			
FELICIANO	✓				HARRISON	✓								
FIGUEROA	✓				WILLIAMS	✓								
KETTENBURG														

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

  
President of Council  
City Clerk

**CONTRACT**  
**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL**  
**CC2023-04**

**RESOLUTION NO.#23-148**

**PROVIDE PROVISIONS OF COMPREHENSIVE PRIMARY HEALTH CARE SERVICES TO  
UNDERINSURED AND UNINSURED RESIDENTS OF THE CITY OF TRENTON AWARDED TO  
HENRY J. AUSTIN HEALTH CENTER**

**THIS CONTRACT**, made this 7<sup>TH</sup> 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") and **HENRY J. AUSTIN HEALTH CENTER, 321 N. WARREN, TRENTON, NEW JERSEY 08618**("CONTRACTOR")

**WHEREAS**, the City has a need to **PROVIDE PROVISIONS OF COMPREHENSIVE PRIMARY HEALTH CARE SERVICES TO UNDERINSURED AND UNINSURED RESIDENTS** of the City of Trenton, for the Department of Health and Human Services.

**WHEREAS**, Contractor agrees to provide **PROVISIONS OF COMPREHENSIVE PRIMARY HEALTH CARE SERVICES TO UNDERINSURED AND UNINSURED RESIDENTS** in the 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 **HENRY J. AUSTIN HEALTH CENTER, 321 N. WARREN, TRENTON, NEW JERSEY 08618** 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 SCOPE OF SERVICES SECTION**

**3. DURATION OF THE CONTRACT:**

This contract shall remain in full force and effect for a period of one (1) year from **APRIL 7, 2023, TO APRIL 6, 2024**, in an amount not to exceed of \$259,000.00, with an option to extend the contracts for two(2) one (1) year extensions (2<sup>nd</sup> year \$259,000.00 and 3<sup>rd</sup> year \$259,000.00).

**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.

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 Administration.

7. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

8. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

9. **MISCELLANEOUS PROVISIONS:**

- a. Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies,
- f. Contractor will not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression,

affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- g. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- h. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- i. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:
  - 1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
  - 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

Kenn Alb.  
HENRY J. AUSTIN HEALTH CENTER  
321 N. WARREN  
TRENTON, NEW JERSEY 08618

4/25/2023  
DATE

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

Attest: \_\_\_\_\_

Andrea L. John

ANDREA L. JOHN  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2468712  
My Commission Expires 2/18/2025

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

ATTEST:

Brandon L. Garcia  
BRANDON L. GARCIA  
MUNICIPAL CLERK

CITY OF TRENTON

W. Reed Gusciora  
W. REED GUSCIORA  
MAYOR

5/15/2023  
DATE

4.27.23  
DATE