

CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2022-07

RESOLUTION NO.#23-092

**PROVIDE EMERGENCY SERVICES SUPPORT AND ASSISTANCE TO HOMELESS RESIDENTS FOR
THE CITY OF TRENTON AWARDED TO RESCUE MISSION OF TRENTON**

THIS CONTRACT, made this 9TH day of MARCH 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 **RESCUE MISSION OF TRENTON, 98 CARROLL ST. P.O. BOX 790, TRENTON, NEW JERSEY 08609** ("CONTRACTOR")

WHEREAS, the City has a need to **PROVIDE EMERGENCY SERVICES SUPPORT AND ASSISTANCE TO HOMELESS RESIDENTS** for the City of Trenton, Department of Health and Human Services.

WHEREAS, Contractor agrees to provide **EMERGENCY SERVICES SUPPORT AND ASSISTANCE TO HOMELESS 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 **RESCUE MISSION OF TRENTON, 98 CARROLL ST., TRENTON, NEW JERSEY 08609** 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 **MARCH 9, 2023, TO MARCH 8, 2024**, in an amount not to exceed a flat annual fee of \$275,000.00. with an option to extend the contract for two (2) one (1) year extension in an amount not to exceed \$275,000.00 per year.

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 #23-092** 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 Administration.

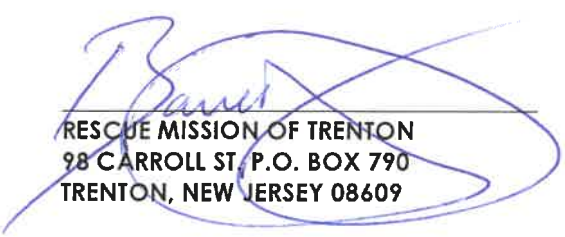
7. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

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



RESCUE MISSION OF TRENTON
98 CARROLL ST. P.O. BOX 790
TRENTON, NEW JERSEY 08609

4/12/2023
DATE

Seal: _____

Attest:  _____

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

ATTEST:

MUNICIPAL CLERK

CITY OF TRENTON

W. REED GUSCIORA
MAYOR

4/25/2023
DATE

4.21.23
DATE

RESOLUTION

No. **23 - 092**Date of Adoption **MAR 09 2023**

Approved as to Form and Legality

Factual content certified by

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

MARIA RICHARDSON, ACTING 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. 19:44A-20.4 ET SEQ. TO RESCUE MISSION OF TRENTON FOR EMERGENCY SHELTER FOR HOMELESS SINGLE INDIVIDUALS FOR A PERIOD OF ONE (1) YEAR FROM MARCH 9, 2023 TO MARCH 8, 2024 IN AN AMOUNT NOT TO EXCEED \$275,000.00 -CC2022-07

WHEREAS, the City has a need for Emergency Shelter for Homeless Individuals for a period of one (1) year with an option to extend two (2) one (1) year extensions for the City of Trenton, Department of Health and Human Services, Division of Community Relations and Social Services; and

WHEREAS, a request for competitive contracting request for proposal was advertised through a Fair and Open process in accordance to N.J.S.A. 19:44A-20.4 and one (1) sealed proposal was received on December 7, 2022 and was evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the sole proposal of Rescue Mission of Trenton, 98 Carroll Street, Trenton, New Jersey 08609 has 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 \$275,000.00 for a period of one (1) year is available in account number(s): 3-01- - 40-4052-299 with an option to extend the contract for two (2) one (1) year extensions in an amount not to exceed \$275,000.00 per year. This contract shall be for a period of one (1) year from March 9, 2023 to March 8, 2024.

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 Rescue Mission of Trenton, 98 Carroll Street, Trenton, New Jersey 08609 for Emergency Shelter for Homeless Single Individuals for a period of one (1) year in an amount not to exceed \$275,000.00 with an option to extend two (2) one (1) year extensions the for the City of Trenton, Department of Health and Human Services, Division of Community Relations and Social Services.
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	✓				WILLIAMS	✓								
KETTENBURG	✓													

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

MAR 09 2023

President of Council

City Clerk

**CC2022-07
SCOPE OF SERVICES
FOR
SINGLE EMERGENCY SHELTER FOR SINGLE INDIVIDUALS EXPERIENCING HOMELESSNESS
FOR THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY RELATIONS AND SOCIAL SERVICES**

EMERGENCY SHELTER FOR SINGLE INDIVIDUALS EXPERIENCING HOMELESSNESS

INTENT

City of Trenton, Department of Health and Human Services seeks to retain the services of emergency shelter for single individuals experiencing homelessness from the ages of 18 and older who find themselves without housing. The period of award is for one (1) year with an option to extend two (2) one (1) year extensions. The estimated budget for these services may not exceed \$275,000.00 per year for three (3) years.

HISTORY

The homeless services to be provided through this agreement will serve as a partnership in the homeless delivery system known as the coordinated entry and assessment system (CEAS). The services will provide emergency shelter, food, and other key supportive services to single individuals experiencing homelessness, many of whom may suffer from mental and substance abuse health needs.

QUALIFICATIONS AND EXPERIENCE

The facilities to be provided must include the following elements:

- Vendor must have at least 3 years' experience with the following:
 - Providing shelter services to single individuals experiencing homelessness from the ages of 18 years of age.
 - Experience with HUD-funded Continuum of Care (COC) program grant.
 - Participating with a network of other homeless housing providers within a CoC network.
 - Vendor must have a facility located within Trenton's City limits; facility must demonstrate the capacity to be open 24 hours / day; 7 days / week; 365 days / year.
 - Must have effective working relationship with law enforcement and emergency medical programs; ideally, with Trenton Police Department.

SCOPE OF SERVICES

Vendor must indicate how they will accommodate the following requisites:

- Vendor 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
- Vendor must conduct screening, utilizing the CoC screening tool, for clients who exceed a 7-day stay in the shelter, within a 60-day period.
- Vendor 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
- Vendor must coordinate with community providers to ensure access to services and housing (provide protocol)
- Vendor must ensure that chronically homeless service-resistant clients are connected to the Coordinated Assessment Case Manager to facilitate access to permanent housing
- Vendor must work cooperatively with the CEAS Center to ensure individuals prioritized for housing are referred to the CEAS Center for assessment and engagement
- Vendor 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
- Vendor must demonstrate experience with utilization of a management information system, and be willing to participate in the Homeless Management Information System (HMIS)
- Vendor must work cooperatively with CEAS Center staff, and all Health and Human Services staff working directly with the homeless population.
- Vendor must work in conjunction with the CoC and City of Trenton to develop plans to reduce number and duration of emergency shelter stays
- Vendor must submit quarterly Consumers-In-Program HMIS report (available in HMIS)
- Vendor can submit an invoice on a quarterly basis for payment.

EVALUATION CRITERIA

The evaluation criteria will consist of the following:

1. Providing shelter services to single individuals experiencing homelessness from the ages of 18 years older **20%**
2. Experience with HUD-funded Continuum of Care (COC) program grant. **20%**
3. Participating with a network of other homeless housing providers within a CoC network **20%**
4. Vendor must have a facility located within Trenton's City limits; facility must demonstrate the capacity to be open 24 hours / day; 7 days / week; 365 days / year. **20%**
5. Must have effective working relationship with law enforcement and emergency medical programs; ideally, with Trenton Police Department. **20%**

EVALUATION CRITERIA

The evaluation criteria will consist of the following:

1. Providing shelter services to adult males and females from the ages of 18 and older - **20%**
2. Experience with HUD-funded Continuum of Care (COC) program grant - **20%**
3. Participating with a network of other homeless housing providers within a CoC network - **20%**
4. Vendor must have a facility located within Trenton's City limits; facility must demonstrate the capacity to be open 24 hours / day; 7 days / week; 365 days / year. **30%**
5. Must have effective working relationship with law enforcement and emergency medical programs; ideally, with Trenton Police Department. **10%**