RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A 19:44-A-20.4 ET SEQ TO EFK GROUP, LLC, 1027 SOUTH CLINTON AVENUE, TRENTON NJ 08611 FOR GRAPHIC DESIGN AND CREATIVE SERVICES FOR MARKETING AND PROMOTIONS FOR MULTIPLE MARKETING PLATFORMS AND DISTRIBUTION CHANNELS, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT IN THE AMOUNT NOT TO EXCEED $30,000.00 RFP# 2015-12

WHEREAS, the City of Trenton has a need for graphic design and creative services for marketing and promotions for multiple marketing platforms and distribution channels for the Department of Housing and Economic Development; and

WHEREAS, a request for proposal was advertised, and ten (10) proposals were received on April 2, 2015 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal received from EFK Group, LLC 1027 South Clinton Avenue, Trenton, NJ 08611 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 $30,000.00 have been certified to be available in the following account number G-SS-12-60-241D-290; and

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:
1. The Mayor is authorized to enter into a contract with the EFK Group, LLC, 1027 South Clinton Avenue, Trenton, NJ 08611 in the amount not to exceed $30,000.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-1 et seq.
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.

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<th>Aye</th>
<th>Nay</th>
<th>Abstain</th>
<th>Absent</th>
<th>Aye</th>
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<td>BETHBA</td>
<td>✓</td>
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<td>HOLLY WARD</td>
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<td>CALDWELL WILSON</td>
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<td>HARRISON</td>
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<td>REYNOLDS JACKSON</td>
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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2015-12
RESOLUTION #15-276

THIS CONTRACT, made this 5TH day of JUNE 2015 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and EFK GROUP, LLC, 1027 SOUTH CLINTON AVE, TRENTON, NJ 08611 ("CONTRACTOR").

WHEREAS, the City has need for PROFESSIONAL SERVICES to provide Graphic Design and Creative Services for Marketing and Promotions for Multiple Marketing Platforms and Distribution Channels for the City of Trenton, Department of Housing and Economic Development.

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:

PROFESSIONAL SERVICES: The City agrees to EFK Group, LLC, 1027 S. Clinton Ave, Trenton, NJ 08611 for the City of Trenton, Department of Housing and Economic Development.

1. 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:

- Design concepts for events that will carry over to all materials related to the event
- Design concepts and campaigns for special events (including logos and banners)
- Save the date notices and printed invitations
- Ads in various sizes for publication in outlets, including but not limited to, newspapers, journals, websites, billboards (digital and standard), and bus wraps
- Develop a design template for an e-newsletter (including banners for web pages & header graphics) that can be administered by Department staff
- Develop a design template for the Division of Economic Development microsite that can be administered by staff
- Develop template for future ad hoc flyers, brochures and forms
- Maintain a consistent look and feel


• All work will become the property of the City of Trenton and must be
delivered in a format that can be accessible by staff
• The successful respondent should be prepared to produce deliverables
for the summer events campaign begin early May 2015

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force
and shall be awarded for a period of one year from date of award.

3. **COMPENSATION:**

   (a) All work performed by Contractor according to the attached
scope of services in the amount not exceed **$30,000.00**.

   (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. 15-276**,
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 Housing and
Economic Development.

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:** RFP2015-12 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.
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.

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 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

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
EFK GROUP, LLC
1027 S. CLINTON AVE
TRENTON, NJ 08611

Sworn to and subscribed
before me this
16th day of June, 2015

JACQUELINE JENNIFER PENTZ
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2435212
My Commission Expires 6/17/2018

Attest:

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

ATTEST:

RICHARD M. KACHMAR
CITY CLERK

CITY OF TRENTON

ERIC E. JACKSON
MAYOR