RESOLUTION
No. 17-483

Date of Adoption: JUL 6 2017

Approved as to Form and Legality

ACTING CITY ATTORNEY

Factual content certified by

TERRY MCEWEN, BUSINESS ADMINISTRATOR

Councilman/Councilwoman presents the following Resolution:

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 COLE MEDIA, INC., 105 LOCK STREET #203, NEWARK, NEW JERSEY 07103 FOR PUBLIC RELATIONS MARKETING AND CONSULTING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION IN AN AMOUNT NOT TO EXCEED $50,000.00 - RFP# 2017-05

WHEREAS, the City of Trenton has a need for Professional Services for Public Relations Marketing and Consulting Services for the Department of Administration for a period of one (1) year from date of award; and

WHEREAS, a request for proposals was advertised, and thirteen (13) proposals were received on April 5, 2017 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Cole Media, Inc, 105 Lock Street #203, Newark, New Jersey 07103 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 $50,000.00 have been certified to be available in account number 8-01-25-2500-290 for Public Relations Marketing and Consulting Services for the Department of Administration from date of award to June 30, 2018 contingent upon the FY'18 temporary/final budget.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, that:

1. The Mayor is authorized to enter into a contract with Cole Media, Inc, 105 Lock Street #203, Newark, New Jersey 07103 for Public Relations Marketing and Consulting Services for the Department of Administration for a period of one (1) year from date of award to June 30, 2018 in an amount not to exceed $50,000.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.

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.


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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JUL 6 2017

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP2017-05

THIS CONTRACT, made this 7th day of JULY by and between the City of Trenton, a Municipal Corporation of the State of New Jersey, (“City”) and COLE MEDIA, INCORPORATED, 105 LOCK STREET #203, NEWARK, NEW JERSEY 07103 (“CONTRACTOR”)

WHEREAS, the City has a need for PROFESSIONAL SERVICES for Public Relations Marketing and Consulting Services for the City of Trenton, Department of Administration.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. PROFESSIONAL SERVICES: The City agrees to retain COLE MEDIA, INCORPORATED, 105 LOCK STREET #203, NEWARK, NEW JERSEY 07103 hereinafter set forth at the request of and under the general supervision of the Administration.

2. SCOPE OF SERVICES:
The Contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in good, professional and competent manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described in the attached scope of services.
The City of Trenton is seeking the services of a full service marketing/public relations agency to assist with the following, at a minimum:

The ideal candidates will have demonstrated experience and expertise in branding, public relations, graphic design, creative planning, copywriting and plan development and implementation with a general understanding of such activities within the public sector.

- Serve as a non-exclusive, full-service advertising, branding, marketing, media and communications agency to promote the City of Trenton.

- Work in conjunction with the City of Trenton and its key partners, including the local community and domestic/international business partners, to develop an overall strategy to improve the City’s outreach and communication efforts.

- With gathered research, work with the City of Trenton staff to develop a community outreach plan to actively disseminate information about The City of Trenton and actively engage community activities

- Perform research to aid in developing outreach opportunities within both the local community and business community. Identify the City’s current position. Analyze all relevant research to recommend the best strategies and outreach channels.
- Demonstrate an in-depth understanding of branding and identity concepts. Work with The City of Trenton to assess current brand and identity and provide recommendations for improvement.

- Perform all necessary services related to the successful purchasing, development and execution of advertisements, including, radio, print, direct mail and digital and internet marketing.

- Organizing weekly or on an as needed basis all relevant information, meeting, conferences, through social media (facebook, tweet, City’s Website, etc.)

- Perform media production services including but not limited to: creative concept, graphic design, and photography, copywriting, pre-press and printing.

- Perform all aspects of video, radio, digital and other new media direction.

- Provide full media planning, buying and creative services related to the production.
  - Provide web site usability and content recommendations, as well as work with staff to perform regular content maintenance and updates

- Development of collateral, booths and any other special materials requested by the City of Trenton to promote itself to the relevant target audience.

- Perform such other services as a non-exclusive, full-service advertising agency, as requested.

- Provide advice, counsel and assistance on matters pertaining to marketing and public relations.

- Recommend public relations and publicity efforts to supplement paid advertising and assist in the development and placement of such efforts.

- Provide event planning services such as managing invitee lists, designing and distributing event materials, coordinating vendors, developing event program and visuals and event execution.

- The winning Respondent may sub-contract with other firms, as appropriate, pending the approval of the City of Trenton
3. **DURATION OF THE CONTRACT:**
   This contract shall remain in full force and effect from **JULY 7, 2017 TO JUNE 30, 2018** in an amount not to exceed **$50,000.00**.

4. **COMPENSATION:**
   (a) All work performed by the Contractor is a continuance to complete the project.
   (b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.

5. **STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

6. **NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

7. **INTEGRATION:** Resolution #17-483 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.

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

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

10. **MISCELLANEOUS PROVISIONS:**
    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.


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.

Seal:________________________________________

Attest:______________________________________

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

ATTEST:

Dwayne M. Harris
Municipal Clerk

CITY OF TRENTON

Date 08/07/17

Date

ERIC E. JACKSON
MAYOR