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., AWARDED TO CLARK CATON Hintz, PC, 100 BARRACK STREET, TRENTON, NEW JERSEY 08608 FOR PLANNING AND GRANT MANAGEMENT SERVICES FOR ENTREPRENEUR INNOVATION (SITE SELECTION) IN AN AMOUNT NOT TO EXCEED $22,500.00 RFP 2018-42

WHEREAS, the City has a need for Planning and Grant Management Services for Entrepreneur Innovation for the City of Trenton, Department of Housing and Economic Development for a Period of One (1) Year from time of award until December 31, 2019; and

WHEREAS, a request for proposal was advertised, and three (3) proposals were received on October 2, 2018, and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Clark Caton Hintz, PC, 100 Barrack Street, Trenton, New Jersey 08608 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 $22,500.00 have been certified to be available in Grant account number(s): G-S5-19-60-0450-290. This vendor will be responsible for the Planning and Grant Management Services for Entrepreneur Innovation- Site Selection.

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 Clark Caton Hintz, PC, 100 Barrack Street, Trenton, New Jersey 08608 for Planning and Grant Management Services for Entrepreneur Innovation- Site Selection in an amount not to exceed $22,500.00 for a Period of One (1) Year from time of award until December 31, 2019 for the City of Trenton, Department of Housing and Economic Development.

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 DEC 06, 2018

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT

RFP2018-42
RESOLUTION 18-777

THIS CONTRACT, made this 7th day of DECEMBER 2018 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 CLARK CATON HINTZ, PC, 100 BARRACK STREET, TRENTON, NEW JERSEY 08608 ("CONTRACTOR").

WHEREAS, the City has a need for PLANNING AND GRANT MANAGEMENT SERVICES FOR ENTREPRENEUR INNOVATION-SITE SELECTION for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide PLANNING AND GRANT MANAGEMENT SERVICES FOR ENTREPRENEUR INNOVATION-SITE SELECTION for the City of Trenton, Department of Housing and Economic Development in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto:

NOW THEREFORE, the parties mutually agree as follows:

PLANNING AND GRANT MANAGEMENT SERVICES FOR ENTREPRENEUR INNOVATION-SITE SELECTION The City agrees to retain CLARK CATON HINTZ, PC, 100 BARRACK STREET, TRENTON, NEW JERSEY 08608 ("the Contractor") under the general supervision of the City of Trenton, Department of Housing and Economic Development.

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of one (1) year from December 7, 2018 to December 6, 2019 in an amount not to exceed $22,500.00.

2. 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.

3. 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.

4. INTEGRATION: Resolution #18-777 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 nonbinding, 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.

5. 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.
6. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

7. **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.

CLARK CATON HINTZ, PC
100 BARRACK STREET
TRENTON, NEW JERSEY 08608

DATE

Seal: JOHN M. GALLAGHER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/20/2019

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

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

DATE
PLANNING AND GRANT MANAGEMENT SERVICES FOR ENTERPRENEUR INNOVATION FOR THE CITY OF TRENTON DEPARTMENT OF ADMINISTRATION

INTENT
The City of Trenton is soliciting sealed proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for Planning and Grant Management Services for Entrepreneur Innovation. The award shall be made to one or multiple Respondent. Term of contract shall be for a period of one (1) year from date of award.

The City of Trenton (the “City”) prepared and filed a grant application with a proposed Project (the “Project”) to the New Jersey Economic Development Authority (the “Authority”) in response to the Authority’s Innovation Planning Challenge Grant (the “Grant”) request for proposals, which makes available five grants with a value not to exceed $100,000 for each grant; in addition, the City may, if necessary for the needs of the Project, provide a $20,000 match. Should the City be one of the five cities the Authority selects to receive the Grant, the City will require the services of experienced planners, real estate analysts, economists, and economic development consultants to prepare the plan contemplated for the Project. The Grant application is attached as Exhibit A for reference.

The City suggests Respondents respond as single entities, not as joint ventures or teams with sub-consultants; the City reserves the right to award multiple contracts pursuant to this Procurement. Respondents may respond to one or more Items (1-4) of the Scope of Services and may bid in the alternative to reflect various combinations of Items. Thus, if a Respondent does not possess expertise in each area requested by this Procurement, Respondents are encouraged to reply and plainly state their preference to service a particular aspect or combinations of the contemplated Scope of Services. Respondents will not be penalized if they do not respond to each Item.

In addition to Item 1, which will be required of all Respondents, Respondents will be responsible for performing one or more of the following elements of the Scope of Services:

1. Generally,
   a. Work collaboratively with the City of Trenton and its higher education partners, as included in the Grant: The College of New Jersey, Rider University, Thomas Edison State University, Princeton University, and Mercer County Community College.
b. Work collaboratively with the City of Trenton and its governmental partners, as included in the Grant: the Mercer County Improvement Authority and the Trenton Board of Education.

c. Work collaboratively with the City of Trenton and its strategic partners, as included in the Grant: Greater Trenton and New Jersey Future.

d. Work collaboratively with the Authority and any other agency of the State of New Jersey that may participate in the planning process.

e. Work collaboratively with any other Respondent awarded a contract pursuant to this Procurement.

2. SITE SELECTION

   a. In an area bounded according to Exhibit B (the “Project Area”), assist in the identification of a potential site or sites for:
      i. Incubator/accelerator space
      ii. Wet lab and/or dry lab facilities
      iii. Educational/Entrepreneur Collaboration hub
         1. Focus on intercollegiate collaboration
         2. Ability to integrate various K12 grade levels with college/university students and business users
      iv. Community hub
         1. Ability to productively interact with other users of facilities
         2. Accessible to members of Trenton’s community, as well as others around the region

3. ENTREPRENEURIAL ECOSYSTEM MAPPING AND NEEDS ASSESSMENT

   a. Determine local and regional market needs and gaps
   b. Identify existing and/or blossoming innovative industries, companies, researchers, or other individuals/entities presently in the region; ensure adequate outreach and inclusion strategies for those entities same.
   c. Develop strategies to foster the in-depth and sustainable participation of local institutions, with a focus on local colleges and universities.
   d. Consider highest and best use of potential incubator/accelerator space
   e. Define and offer plans for the centralization and/or facilitated navigation of existing entrepreneurial resources.
4. INCENTIVE INTEGRATION AND FINANCING
   a. Develop strategy to finance various elements of the Project, including for various facilities related to it, as well as financial support for related businesses and research
   b. Identify all existing federal, state, and local economic development incentives available in Trenton for businesses that re-locate or start in Trenton and/or the Project Area specifically. Create eligibility and navigation tool for those incentives.
   c. Determine best ownership, management, and fund structure for related facilities, business, and research funding.

THE FOLLOWING CRITERIA ARE BEING UTILIZED AS THE BASIS FOR THE AWARD OF SERVICES:

A. Qualifications and experience of employees that will handle the matters identified in the Scope of Services, as well as the availability of employees and other staff to adequately and effectively handle such matters. **NOTE: PROVIDE EACH EMPLOYEE’S RELEVANT PROJECT EXPERIENCE AS IT PERTAINS TO THE SPECIFIC AREA BEING APPLIED FOR.** 30%

B. Price proposal should include a lump sum project cost for the area(s) being applied for. In addition, price proposal should include hourly rates for employees in the event that additional work is required beyond the project scope. 25%

C. History and experience of the firm or company in the areas applied for. Experience within the State of New Jersey and the City of Trenton may be given more weight. **NOTE: RESPONDENTS SHOULD INCLUDE ONE TO THREE PROJECTS PREVIOUSLY COMPLETED IN THE AREAS APPLIED FOR.** 30%

D. Sufficient availability and capacity to appear at various meetings, including at least one presentation at a public meeting. 15%