

RESOLUTION

No.

19-304

Date of Adoption JUL 02 2019

Approved as to Form and Legality


BENJAMIN DE LISLE, CITY ATTORNEY
AUG 15, 2019

Factual content certified by


BENJAMIN DE LISLE, ACTING DIRECTOR
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

Councilman/woman

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
CLARK CATON HINTZ, PC, 100 BARRACK STREET, TRENTON, NJ 08608
FOR CONSULTING SERVICES TO DEVELOP A PROGRAM DESIGN FOR
THE NJEDA INNOVATION CHALLENGE GRANT PROJECT IN AN
AMOUNT NOT TO EXCEED \$46,500.00 - RFP 2019-07**

WHEREAS, the City has a need for Consulting Services to develop a Program Design based on feedback, stakeholders, studies, and desired outcomes for the NJEDA Innovation Challenge Grant Project for the City of Trenton, Department of Housing and Economic Development, Division of Planning for a Period of One (1) Year from time of award; and

WHEREAS, a request for proposal was advertised, and two (2) proposals were received on January 29, 2019, 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, NJ 08608 was selected and 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 \$46,500.00 has been certified to be available in the following accounts: G-SS-19-60-045B-290 (\$23,500) and 9-01- -60-6050-290 (\$23,000).

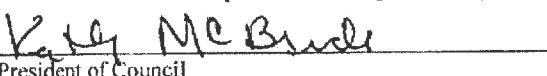
NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

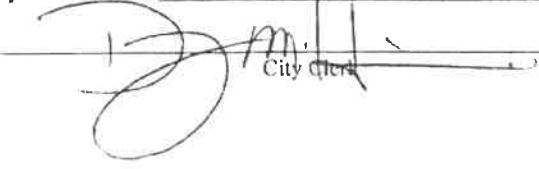
1. The Mayor is hereby authorized to enter into a contract with Clark Caton Hintz, PC, 100 Barrack Street, Trenton, NJ 08608 for Consulting Services to develop a Program Design based on feedback, stakeholders, studies, and desired outcomes for the NJEDA Innovation Challenge Grant Project for a period of one (1) year from time of award in an amount not to exceed \$46,500.00 for the City of Trenton, Department of Housing and Economic Development, Division of Planning.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contract Law at N.J.S.A. 40A:11-5.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE			✓	
CALDWELL WILSON	✓				RODRIGUEZ	✓								
HARRISON	✓				VAUGHN	✓								

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

JUL 02 2019


President of Council


City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2019-07
RESOLUTION 19-304**

THIS CONTRACT, made this 3rd day of JULY 2019 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, P.C., 100 BARRACK STREET, TRENTON, NEW JERSEY 08608** (CONTRACTOR").

WHEREAS, the City has a need for **CONSULTING SERVICES FOR PROGRAM DESIGN FOR THE PLANNING AND ENTREPRENEURIAL INNOVATION CENTER PROJECT** for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide **CONSULTING SERVICES FOR PROGRAM DESIGN FOR THE PLANNING AND ENTREPRENEURIAL INNOVATION CENTER PROJECT** 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:

CONSULTING SERVICES FOR PROGRAM DESIGN FOR THE PLANNING AND ENTREPRENEURIAL INNOVATION CENTER PROJECT for the City agrees to retain **CLARK CATON HINTZ, P.C., 100 BARRACK STREET, TRENTON, NEW JERSEY 08608** ("the request of and 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 July 3, 2019 to July 2, 2020 in an amount not to exceed \$46,500.00.

- 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 #19-304 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 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:

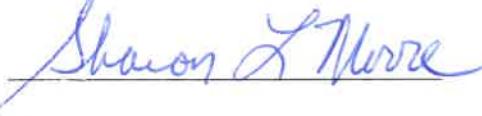
1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4



CLARK CATON HINTZ, P.C.,
100 BARRACK STREET
TRENTON, NEW JERSEY 08608

August 22, 2019
DATE

Seal: _____

Attest: 

SHARON L. MOORE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/13/2024

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

9-16-19

**CITY OF TRENTON
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT
REQUEST FOR PROPOSALS
TO
DESIGN A PROGRAM FOR THE PLANNING AND ENTREPRENEURIAL
INNNOVATION CENTER PROJECT**

1.0 BACKGROUND AND PURPOSE

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 Program Design related to a Planning and Grant Management Services for Entrepreneur Innovation. The award shall be made to one Respondent. Term of contract shall be for a period of one (1) year from date of award. Teams that include sub-consultants will be accepted.

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. The Authority awarded the Grant to the City.

This is the second Request for proposals related to this Project. The first ultimately led to the retention of the Anderson Economic Group and Clarke Caton Hintz. The former will be providing a market analysis and entrepreneurial ecosystem mapping at an amount not to exceed \$54,000; the latter will be focusing on site selection at an amount not to exceed \$22,500.

2.0 SCOPE OF SERVICES

The contracted Respondent will be responsible for facilitating discussions amongst partners, stakeholders, and other project contractors to ultimately recommend a Program Design to facilitate and achieve desired outcomes while also ensuring a sustainable Campus/Project.

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; please provide a price for each numbered section:

1. Generally,
 - a. Work collaboratively with the City 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 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 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 the Anderson Economic Group and Clarke Caton Hintz.
 - f. Work collaboratively with any other Respondent awarded a contract pursuant to this Procurement.
2. Program Design Assistance for Site Selection Team
 - a. Work with the City, Clarke Caton Hintz, and other project partners to determine the programmatic requirements of the below facility types, in order to assist the site selection process:
 - 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
 - v. Incorporate existing small, medium, and large businesses in Trenton and in the region
 - vi. **Deliverable:** A sustainable Program Design for the facility and all stakeholders needs in order to maintain a sense of value in the facility and the programs associated with it.
3. Entrepreneurial Ecosystem Mapping and Needs Assessment
- a. In coordination with Anderson Economic Group, the City, and the other partners, determine what programming meets the needs as articulated by the market assessment and entrepreneurial ecosystem mapping exercise. What is the question or need that TPKIC answers?
 - b. Develop strategies to foster the in-depth and sustainable participation of local institutions, with a focus on local colleges and universities.
 - c. Consider highest and best use of potential incubator/accelerator space
 - d. Define and offer plans for the centralization and/or facilitated navigation of existing entrepreneurial resources.
 - e. Determine best ownership, management, and fund structure for related facilities, business, and research funding. Consider existing organizations that have expertise in operating incubator/accelerator spaces
4. Case studies
- a. Provide three case studies for models of successful higher education-government-non-profit entrepreneurial/innovation district collaboration; please present at least one from a similar market and one from the northeast (PA/NJ/NY/CT/DE).