

## RESOLUTION

No. \_\_\_\_\_

Date of Adoption APR 07 2022

Factual content certified by

MARK LAVENBERG, DIRECTOR OF WATER AND SEWER

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAWCouncilman/woman Caldwell-Wilson

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 VAN NOTE-HARVEY ASSOCIATES, INC., FOR DEVELOPMENT, PREPARATION AND PRINTING AND MAILING SERVICES FOR CONSUMER CONFIDENCE REPORT (CCR) WATER QUALITY REPORT IN AN AMOUNT NOT TO EXCEED \$38,827.71 FOR A PERIOD OF ONE (1) YEAR FROM APRIL 8, 2022 TO APRIL 7, 2023**  
**-RFP2022-03**

WHEREAS, the City of Trenton, Department of Water and Sewer has a need for Development, Preparation, Printing, and Mailing Services for Consumer Confidence Report (CCR) Water Quality Report for a period of one (1) year. The Trenton Water Works services approximately 64,500 customers within its distribution system of the City of Trenton and portions of the surrounding communities of Hamilton Township, Hopewell Township, Ewing Township, and Lawrence Township. The 1996 Safe Drinking Water Act Amendments require that community water systems provide customers with an annual report on quality of the drinking water. As such, The Trenton Water Works is required to complete the Consumer Confidence Report (CCR) in accordance with the regulations as set forth by the USEPA; and

WHEREAS, a request for proposal was advertised on January 10, 2022 by the Purchasing Agent in the Division of Purchasing and two (2) proposals were received on January 26, 2022 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the first low proposal of Concept Printing, Inc., 40 Lydecker Street, Nyack, New York 10960 did not provide the adequate technical approach required. Although they were the lowest, based on prior experience, Concept Printing Inc., bid was not responsible; and

WHEREAS, the second low proposal of Van Note-Harvey Associates, Inc., 103 College Road, East 3<sup>rd</sup> Floor, Princeton, New Jersey 08540 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 \$38,827.71 unit cost \$601.975 per thousand for 64,500 quantity to produce the water quality report deliver to the post office and mailing services have been certified to be available in the following account number(s): CY'2022 2-05- -55-5500-824-008 for a period of one (1) year from April 8, 2022 to April 7, 2023 contingent upon the temporary and final adoption of CY'2022 budget.

# RESOLUTION

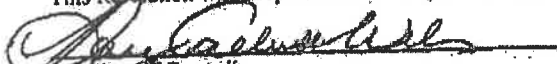
**NOW, THEREFORE IT IS RESOLVED**, by the City Council of the City of Trenton, as follows:

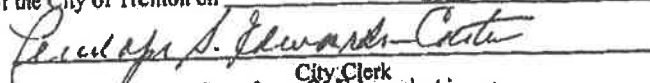
1. The Mayor is hereby authorized to enter into a contract with Van Note-Harvey Associates, P.C., 103 College Road, East 3<sup>rd</sup> Floor, Princeton, New Jersey 08540 for Development, Preparation and Printing and Mailing Services for Consumer Confidence Report (CCR) Water Quality Report in an amount not to exceed \$38,827.71 at a unit price of \$601.975 for a period of one (1) year for the City of Trenton, Department of Water and Sewer.
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 Office.

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

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

**APR 07 '07**

  
 \_\_\_\_\_  
 Mayor

  
 \_\_\_\_\_  
 City Clerk  
 Penelope S. Edwards-Castro  
 Assistant Municipal Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2022-03  
RESOLUTION 22-119**

**DEVELOPMENT, PREPARATION AND PRINTING AND MAILING SERVICES FOR CONSUMER CONFIDENCE REPORT (CCR) WATER QUALITY REPORT AWARDED TO VAN NOTE-HARVEY ASSOCIATES, INC.**

**THIS CONTRACT**, made this 8<sup>th</sup> day of **APRIL 2022** 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 **VAN NOTE-HARVEY ASSOCIATES, INC., 103 COLLEGE ROAD, EAST 3<sup>RD</sup> FLOOR, PRINCETON, NEW JERSEY 08540** (CONTRACTOR").

**WHEREAS**, the City has a need **TO PROVIDE ENVIRONMENTAL PLANNING, GRANT, MANAGEMENT AND TECHNICAL CONSULTING, AND ENVIRONMENTAL PROJECT MANAGEMENT: TRENTON BROWNSFIELD PROGRAM** for the City of Trenton, Department of Housing and Economic Development.

**WHEREAS**, Contractor agrees to provide **TO PROVIDE ENVIRONMENTAL PLANNING, GRANT, MANAGEMENT AND TECHNICAL CONSULTING, AND ENVIRONMENTAL PROJECT MANAGEMENT: TRENTON BROWNSFIELD PROGRAM** for the City of Trenton, Department of Water and Sewer accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

**NOW THEREFORE**, the parties mutually agree as follows:

**TO PROVIDE ENVIRONMENTAL PLANNING, GRANT, MANAGEMENT AND TECHNICAL CONSULTING, AND ENVIRONMENTAL PROJECT MANAGEMENT: TRENTON BROWNSFIELD PROGRAM** for the City agrees to retain **VAN NOTE-HARVEY ASSOCIATES, INC., 103 COLLEGE ROAD, EAST 3<sup>RD</sup> FLOOR, PRINCETON, NEW JERSEY 08540** ("the request of and under the general supervision of the City of Trenton, Department of Water and Sewer.

**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 April 8, 2022 to April 7, 2023 in an amount not to exceed \$38,827.71.

- 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 #22-119** 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 Water and Sewer.
- 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

  
VAN NOTE-HARVEY ASSOCIATES, INC.,  
103 COLLEGE ROAD, EAST 3<sup>RD</sup> FLOOR  
PRINCETON, NEW JERSY 08540

05 11 2022  
DATE

Seal: \_\_\_\_\_

Attest: Julia Martella

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

ATTEST:

Penelope S. Edwards-Carter  
MUNICIPAL CLERK

**Penelope S. Edwards-Carter**  
**Assistant Municipal Clerk**

28 June 2022  
DATE

CITY OF TRENTON

W. Reed Gusciora  
W. REED GUSCIORA, ESQ.  
MAYOR

6-27-22  
DATE