

RESOLUTION No. 25-236

Date of Adoption JUN 24 2025

Approved as to Form and Legality

WESLEY BRIDGES, ESQ. CITY ATTORNEY

Factual content certified by

MARIA RICHARDSON BUSINESS ADMINISTRATOR

Councilman/woman _____

presents the following Resolution:

SPONSORED BY: _____

RESOLUTION AWARDING A COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO ESPOS LAW ENFORCEMENT FOR TRAINING NEEDS, ASSESSMENT, AND DEVELOPMENT FOR TRENTON POLICE DEPARTMENT FOR A PERIOD OF TWO (2) YEARS, IN AN AMOUNT NOT TO EXCEED \$260,000.00 WITH AN OPTION TO EXTEND THREE (3) ADDITIONAL YEARS - CC2025-05

WHEREAS, the City of Trenton, Department of Police, has a need for Training Needs, Assessment, and Development for a period of two (2) years with the option to extend three (3) additional years; and

WHEREAS, a request for competitive contracting request for proposal was advertised in accordance with N.J.S.A. 40A:11-4.1 through 4.5 et seq, and three (3) proposals were received on April 15, 2025 at 11:00am in the Division of Purchasing; by the Purchasing Agent and were evaluated by the evaluation committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of ESPOS Law Enforcement, P.O. Box 597, Livingston, New Jersey 07039 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 \$260,000.00 for a period of two (2) years \$200,000.00 is available in account number 5-01- - 50-5000-290 and \$60,000.00 is available in T-18-LE-50-2611-204; with an option to extend year three (3) \$150,000.00, year (4) \$150,000.00 and year five (5) \$150,000.00. This contract shall be awarded from date of award for a period of two (2) years with the option to extend three (3) additional years; and

PURCHASING

NOW THEREFORE IT IS RESOLVED, by the City Council of Trenton that the Mayor is hereby authorized to execute a contract with ESPOS, Law Enforcement, P.O. Box 597, Livingston, New Jersey 07039 in an amount not to exceed \$260,000.00 for Training Needs, Assessment, and Development for a period of two (2) years, with an option to extend three (3) additional years pending budget approvals for the City of Trenton, Department of Police for the said purposes in the manner prescribed by law;

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

MOTION: <i>Edwards</i>					SECOND: <i>Frisby</i>				
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓			
FELICIANO				✓	HARRISON	✓			
FIGUEROA				✓	WILLIAMS	✓			
KETTENBURG									
					GONZALEZ				

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

May 2023
President of Council

[Signature]
City Clerk

JUN 24 2023

CONTRACT
COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL
CC2025-05

RESOLUTION NO.#25-236

**FOR TRAINING NEEDS, ASSESSMENT, AND DEVELOPMENT FOR TRENTON POLICE
DEPARTMENT; FOR THE DEPARTMENT OF ADMINISTRATION AWARDED TO ESPOS LAW
ENFORCEMENT**

THIS CONTRACT, made this 17TH day of **JUNE 2025** 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 **ESPOS LAW ENFORCEMENT, P.O. BOX 597, LIVINGSTON, NEW JERSEY 07039** ("CONTRACTOR")

WHEREAS, the City has a need to provide **TRAINING NEEDS, ASSESSMENT, AND DEVELOPMENT FOR TRENTON POLICE DEPARTMENT** for the City of Trenton, Department of Administration.

WHEREAS, Contractor agrees to provide **TRAINING NEEDS, ASSESSMENT, AND DEVELOPMENT FOR TRENTON POLICE DEPARTMENT** in the 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 **ESPOS LAW ENFORCEMENT, P.O. BOX 597, LIVINGSTON, NEW JERSEY 07039** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Administration.

2. SCOPE OF SERVICES

SEE NOTICE OF REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS – CC2025-05

3. DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of two (2) years from **JUNE 25, 2025, TO JUNE 24, 2027**, in an amount not to exceed of \$260,000.00 for a period of two (2) years in CY'27 (150,000.00), CY'28 (\$150,000.00) CY'29 (\$150,000.00) with an option to extend three (3) additional one (1) year extensions from date of award contingent upon the adoption of the temporary and/final budget of CY 27, CY 28 and CY 29.

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: Resolution #24-236** 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.
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.
9. **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. The 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,

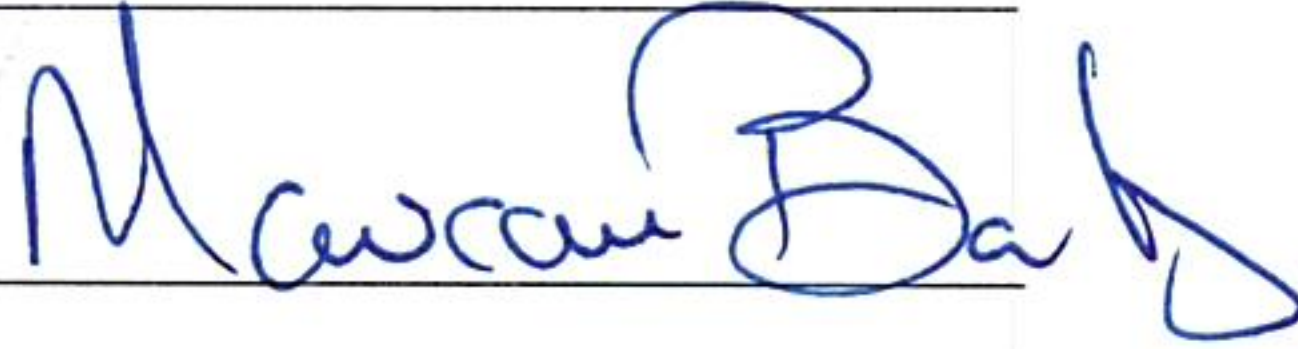
- f. Contractor will not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. 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. The contractor will conform to these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- h. The 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. The 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).
- i. 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


ESPOS LAW ENFORCEMENT
P.O. BOX 597
LIVINGSTON, NEW JERSEY 07039

8/13/25
DATE

Seal:

Attest:



MARICARMEN BARRIENTOS
Commission # 2282155
Notary Public, State of New Jersey
My Commission Expires
December 12, 2026

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

ATTEST:


BRANDON L. GARCIA
MUNICIPAL CLERK

DATE

8/26/25

CITY OF TRENTON


W. REED GUSCIORA
MAYOR

DATE

8.15.25

BID PROPOSAL FORM
PROPOSER MUST COMPLETE

We the undersigned propose to furnish and deliver the services pursuant to the scope of services and requirements made part hereof: **TRAINING NEEDS, ASSESSMENT, AND DEVELOPMENT FOR TRENTON POLICE DEPARTMENT:**

HOURLY RATE FOR TWO (2) YEARS	\$ <u>190.00</u>
HOURLY RATE FOR OPTION TO EXTEND YEAR (3)	\$ <u>200.00</u>
HOURLY RATE FOR OPTION TO EXTEND YEAR (4)	\$ <u>210.00</u>
HOURLY RATE FOR OPTION TO EXTEND YEAR (5)	\$ <u>220.00</u>



(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

NEW JERSEY having its principal office at 308 VERMONT RD. SUITE 110B,

FLORHAM PARK, NJ 07932

COMPANY ESPOS LAW ENFORCEMENT

ADDRESS PO BOX 597

ADDRESS LIVINGSTON, NJ 07039

FED. ID # 83-1752060

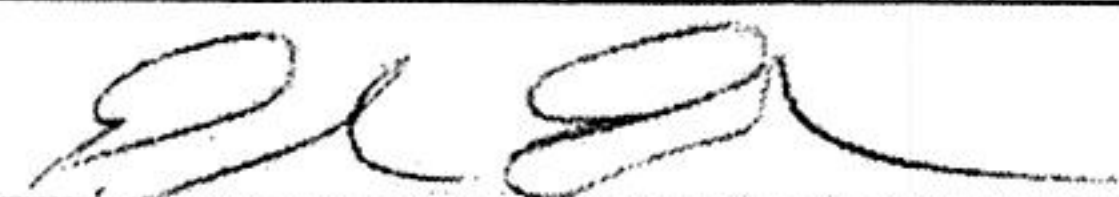
NAME EDUARDO ESPINOSA

TELEPHONE 973-988-3776

FAX _____

EMAIL info@ESPOLAWENFORCEMENT.COM

DATE 4/9/2025

SIGNATURE 

CC2025-05
TRAINING NEEDS, ASSESSMENT, AND DEVELOPMENT
FOR THE
CITY OF TRENTON, POLICE DEPARTMENT

INTENT

The City of Trenton, Department of police is soliciting sealed requests for competitive contracting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. & N.J.S.A. 40A:11-4.1(m) & (p) for Training Needs, Assessment, and Development.

The City of Trenton, with an approximate population of 89,000 residents, is served by a Police Department under the leadership of a Police Director, who is appointed by the mayor and confirmed by the City Council. The Trenton Police Department employs approximately 350 personnel, including 260 sworn officers, and is structured into four bureaus: Patrol, Criminal Investigation, Inspectional Services, and Administrative Services. In addition to traditional municipal governance structures, the New Jersey Department of Community Affairs oversees the operations of Trenton's municipal agencies, including the Police Department, as a condition of receiving financial aid from the State.

The City of Trenton seeks a consulting firm to assess the department's current and future training needs and to develop, facilitate, and evaluate specialized in-person training, with a focus on addressing the use of excessive force, arrest, search and seizure and other topics. This contract shall be awarded for a period of two (2) years with an option to extend three (3) one (1) year extensions. Questions **must** be submitted in writing to igarcia@trentonnj.org by **April 8, 2025**.

SCOPE OF SERVICES

The selected proposer will conduct a thorough assessment of the Trenton Police Department's training needs, both current and anticipated. This assessment will serve as the foundation for creating a comprehensive in-person training plan for the Police Department. The training plan will include implementation strategies, curriculum development, delivery methods, and evaluation procedures.

The firm **must** have specialized expertise in the following areas:

- Leadership development for law enforcement personnel
- Training for law enforcement officers, including specialized such as use of excessive force, arrest, search and seizure, among other topics.
- Training for law enforcement supervisors
- Training related to the specific areas identified in the November 21st report

PURPOSE

The purpose of this solicitation for a competitive contracting request for proposal is to invite proposals from qualified training and professional development consultants who can assess, design, and implement specialized training programs for the Trenton Police Department. The ideal firm will have a proven track record of excellence in training needs assessment, curriculum development, training delivery, and training program evaluation.

GOALS AND OBJECTIVES

The primary goals and objectives of this project are as follows:

1. Training Needs Assessment:

Conduct a comprehensive assessment of the Trenton Police Department's current and future training needs, with a focus on the areas outlined in the November 21st report. This includes evaluating the effectiveness of current training programs and identifying gaps or areas for improvement.

2. Specialized Training Development:

Develop specialized training programs that address the specific needs and recommendations identified in the November 21st report. This should include but not be limited to training on leadership, officer conduct, community relations, accountability, and other key focus areas.

3. Training Facilitation and Delivery:

Facilitate and deliver the specialized training to members of the Trenton Police Department, including officers and supervisors, with an emphasis on practical, engaging, and relevant learning experiences.

4. Training Evaluation:

Evaluate the effectiveness of the specialized training, with a focus on measuring improvements in key areas identified in the November 21st report. Provide feedback and recommendations for ongoing training improvements and refinements.

REQUIRED WITH BID SUBMITTAL

- Three (3) references required with bid submittal
- Proof of previous experience in this type of work/services required with your bid Submittal.

The Proposals will be evaluated per the following evaluation criteria:

- Experience and Qualifications of the Firm: **20%**
- Proposed Approach and Methodology: **30%**
- Price: **20%**
- Reputation and References: **10%**
- Trainer/Facilitator Qualifications: **10%**
- Ability to Customize the Program: **5%**
- Post-Training Support and Evaluation: **10%**