RESOLUTION NO. 16-520

Date of Adoption: AUG 18 2016

Approved as to Form and Legality

MARC A. MCKITTHEN, ESQ., CITY ATTORNEY

Factually content certified by

ERNEST T. PARREY, POLICE DIRECTOR

Councilman /woman presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR & OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO THE INSTITUTE FOR FORENSIC PSYCHOLOGY, 5 FIR COURT, SUITE 2, OAKLAND, NEW JERSEY 07436 FOR A PSYCHOLOGIST SCREENING PROVIDER FOR THE DEPARTMENT OF POLICE FOR A PERIOD OF ONE YEAR; IN AN AMOUNT NOT TO EXCEED $35,500.00 - RFP2016-21

WHEREAS, the City has a need for a Psychologist Screening Provider for the Department of Police; and

WHEREAS, a request for proposal was advertised, and two (2) proposals were received on May 19, 2016 and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of The Institute for Forensic Psychology, 5 Fir Court, Suite 2, Oakland, New Jersey 07436 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, funds in an amount not to exceed $35,500.00 made available in account 7-01-50-5000-290.

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 The Institute for Forensic Psychology, 5 Fir Court, Suite 2, Oakland, New Jersey 07436 for a period of one year; in an amount not to exceed $35,500.00.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.

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 AUG 18 2016

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2016-21
RESOLUTION # 16-520

THIS CONTRACT, made this 18th day of AUGUST 2016 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and THE INSTITUTE OF FORENSIC PSYCHOLOGY, 5 FIR COURT, STE 2, OAKLAND, NJ 07436 ("CONTRACTOR")

WHEREAS, the City has a need for PROFESSIONAL SERVICES for the City of Trenton, Department of Police.

WHEREAS, Contractor agrees to provide PROFESSIONAL SERVICES FOR A PSYCHOLOGIST SCREENING PROVIDER FOR THE DEPARTMENT OF POLICE in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

PROFESSIONAL SERVICES: The City agrees to award a contract to THE INSTITUTE OF FORENSIC PSYCHOLOGY, 5 FIR COURT, STE 2, OAKLAND, NJ 07436 for the City of Trenton, Department of Police.

1. 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 a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:

1. The City of Trenton, Department of Police is soliciting sealed proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for a Psychological Screening Provider for recruit exams and fitness for duty exams for the police officers for a period of one year. The following scope of work outlines the minimum requirements for a Psychological Screening Provider.

2. The provider shall be available for appointments for at least Monday through Friday 7:00 am to 5:30 pm, throughout the year. The provider shall have the ability to evaluate multiple candidates and police officers on a daily basis. The Provider shall have qualifications and experience for the psychological evaluation of
law enforcement candidates and in service personnel for fitness of duty.

2. **DURATION OF THE CONTRACT:** This contract shall remain in full force
   In amount not to exceed $35,500.00 for a period of one year.

3. **COMPENSATION:** All work performed by the Contractor according
   to the attached scope of services. The Contractor shall submit
   monthly bills complete with appropriate support documentation to
   justify said billing. In no event during the terms of this Contract,
   Contractor's billings shall hereunder exceed the amount set forth in
   Resolution No. 16-520 which is incorporated herein by reference. In
   the event Contractor anticipates exceeding the aforesaid contract
   amount, the Independent Contractor, shall give prior written notice
   to the City of Trenton, Department of Police.

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:** RFP# 2016-21 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.

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. 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

THE INSTITUTE OF FORENSIC PSYCHOLOGY  
5 FIR COURT, STE. 2  
OAKLAND, NJ 07436

DATE  
9/11/16

Seal

Attest:

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

ATTEST:  
RICHARD M. KACHMAR  
CITY CLERK  
9/21/16

CITY OF TRENTON  
ERIC E. JACKSON  
MAYOR

Date  