

RESOLUTION

22-373

No.

OCT 8 6 2022
Date of Adoption

Approved as to Form and Legality

WESLEY BRIDGES, ESQ. DIRECTOR OF LAW

Factual content certified by

STEVE E. WILSON, POLICE DIRECTOR

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 THE INSTITUTE FOR FORENSIC PSYCHOLOGY TO PROVIDE PSYCHOLOGICAL SCREENING FOR THE TRENTON POLICE DEPARTMENT FOR A PERIOD OF ONE (1) YEAR FROM OCTOBER 4, 2022 TO OCTOBER 3, 2023
IN AN AMOUNT NOT TO EXCEED \$65,500.00
RFP2022-20**

WHEREAS, the City has a need for a Psychologist Screening Provider for a period of one (1) year for the City of Trenton Department of Police; and

WHEREAS, a request for proposal was advertised and one (1) proposal was received on May 17, 2022 and was evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the sole 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 total amount \$65,500.00 is available in account number(s): CY'2022, 2-01- -50-5000-290, October 4, 2022 to December 31, 2022 in an amount not to exceed \$16,375.00 and CY' 2023, 3-01- -50-5000-290 January 1, 2023 to October 3, 2023 in an amount not to exceed \$49,125.00. This contract shall be awarded from October 4, 2022 to October 3, 2023.

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 in an amount not to exceed \$65,500.00 for a Psychologist Screening Provider for a period of one (1) year for the City of Trenton, Department of Police.
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.

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

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

10/6/22

Patry McBride

President of Council

City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2022-20

RESOLUTION 22-373

PROVIDE PSYCHOLOGICAL SCREENING FOR A PERIOD OF ONE (1) YEAR FROM OCTOBER 4, 2022 TO OCTOBER 3, 2023 AWARDED TO THE INSTITUTE FOR FORENSIC PSYCHOLOGY

THIS CONTRACT made this **6TH** day of **OCTOBER 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 **THE INSTITUTE FOR FORENSIC PSYCHOLOGY, 5 FIR COURT, SUITE #2, OAKLAND, NEW JERSEY 07436** (CONTRACTOR").

WHEREAS, the City has a need **TO PROVIDE PSYCHOLOGICAL SCREENING** for the City of Trenton, Trenton Police Department.

WHEREAS, Contractor agrees to provide **PSYCHOLOGICAL SCREENING** for the City of Trenton, Trenton Police Department 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 PSYCHOLOGICAL SCREENING for the City agrees to retain **THE INSTITUTE FOR FORENSIC PSYCHOLOGY, 5 FIR COURT, SUITE #2, OAKLAND, NEW JERSEY 07436** ("the request of and under the general supervision of the City of Trenton, Trenton Police Department.

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 October 4, 2022 to October 3, 2023 in an amount not to exceed \$65,500.00.

- 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 #22-373** 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, Trenton Police Department.
- 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


THE INSTITUTE FOR FORENSIC PSYCHOLOGY
5 FIR COURT, SUITE #2
OAKLAND, NEW JERSEY 07436

11/10/22
DATE

WENDY MARIE CIANCIARUSO
Commission #2437652
Notary Public, State of New Jersey
My Commission Expires
August 21, 2023

Seal: _____
Attest: Wendy Marie Cianciaruso

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

ATTEST:


MUNICIPAL CLERK

2/2/23
DATE

CITY OF TRENTON


W. REED GUSCIORA, ESQ.

MAYOR

1.31.23
DATE

**TRENTON POLICE DEPARTMENT
FOR THE
PSYCHOLOGIST FOR RECRUIT EXAM AND
FITNESS FOR DUTY EXAMS FOR POLICE OFFICERS
FOR A PERIOD OF ONE YEAR**

INTENT

The City of Trenton, Police Department is soliciting sealed Request for Proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for Psychologist Provider to recruit exam and fitness for duty exams for police officer for a period of One (1) year.

SCOPE OF SERVICES:

The following scope of services outline the minimum requirements for a Psychological Screening Provider for the City of Trenton, Trenton Police Department.

SCOPE OF SERVICES REQUIREMENTS:

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.

PSYCHOLOGICAL SCREENING FOR POLICE OFFICER CANDIDATES

The provider shall perform a minimum of a four (4) hour psychological evaluation including: The Shipley Institute of Living Scale, The Public Safety Writing Sample, The Speed Completion Form-Sentence Completion Test, The Social opinion Inventory (Locus of Control), The Police Opinion Survey, The Candidate and Officer's Personnel Survey ("Cops Test"), The Police Situation Test (Oral Administration), In-Depth personal interview, The Minnesota Multiphasic Personality Inventory, Rorschach Psychodiagnostic Test, House-Tree-Person Test, Hilson Background Investigation Inventory, Hilson Life Adjustment Profile, Inwald Personality Inventory, or such other tests that appropriately measure the psychological physical fitness for these positions.

The provider shall supply a full, detailed report of the results within five (5) business days. The report shall include a final recommendation of suitability for employment and fitness for duty as a law enforcement officer.