AGREEMENT FOR
PRE-EMPLOYMENT PSYCHOLOGICAL EXAM SERVICES

City of Glendale Solicitation No. RFP 19-25

This Agreement for Pre-Employment Psychological Exam Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and PSG Consulting, Inc., an Arizona professional corporation, authorized to do business in Arizona, (the "Contractor"), as of the ______ day of ____________, 2019.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, pursuant to Solicitation No. RFP 19-25 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. **Key Personnel; Sub-contractors.**

   1.1 **Services.** Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

   1.2 **Project Team.**

      a. Project Manager.

         (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

         (2) The City must approve the designated Project Manager; and

         (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

      b. Project Team.

         (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

         (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

      c. Discharge, Reassign, Replacement.

         (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

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1/29/18
(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.


3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
3.4 Coordination: Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, et seq., and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed $100,000 over the entire term of the Agreement, as specifically detailed in Exhibit B (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in
the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

   (1) Completed work generated by Contractor and its Sub-contractors; and

   (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City’s behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

   a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $1,000,000 per accident for bodily injury and property damage.

   c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of $2,000,000 for each claim and a $4,000,000 annual aggregate limit.

   d. Worker’s Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

8.2 **Indemnification.**

   a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys’ fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant’s negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

   b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party’s negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

   c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party’s sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant’s existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the Consultant’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City’s approval of the required insurance policies, certificates or endorsements prior to the City’s agreement that work may commence shall not waive the Consultant’s obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant’s failure to obtain, submit or secure the City’s approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor’s breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other
party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City’s random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

  1. Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

  2. As of the next business day after receipt, if received after 5:00 p.m.

- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

- a. Contractor. Contractor’s representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

  PSG Consulting, Inc.
  c/o Michael Cofield, Ph.D. ABPP
  President
  34522 N. Scottsdale Road, D7-417
  Scottsdale, AZ 85266
  Tel: 602-721-8942
  Email: maryazimmerman@cox.net

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

  City of Glendale
  c/o Adam Beggot
  Manager, Police Admin Services
  Glendale Police Department
  6835 N 57th Drive
  Glendale, Arizona 85301
623-930-3167

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A    Project
Exhibit B    Compensation

(Signatures appear on the following page.)
The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

PSG Consulting, Inc.
an Arizona professional corporation

By: Michael Cofield, Ph.D., ABPP
Its: President

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EXHIBIT A
PRE-EMPLOYMENT PSYCHOLOGICAL EXAM SERVICES
PROJECT

PSG Consulting, Inc. (the Contractor) shall provide pre-employment psychological exam services for the Glendale Police Department on an “as needed” basis in accordance with RFP 19-25 scope of work.
EXHIBIT B
PRE-EMPLOYMENT POLYGRAPH EXAM SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION
Payment shall be as per Section 5 of the Agreement and the attached Contractor’s response to RFP 19-25.

NOT-TO-EXCEED AMOUNT
The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $100,000.

DETAILED PROJECT COMPENSATION
See attached Contractor’s response to RFP 19-25.
Offerors to complete this Response Workbook and submit as their response to this RFP.

**COVER SHEET**

OFFEROR NAME: ✓

OFFEROR ADDRESS: ✓
City Of Glendale
Solicitation Number RFP-19-25
Pre-Employment Psychological Exam Services

Name of Offeror: PSG Consulting, Inc.

Address of Offeror: 34522 N. Scottsdale Road, Suite D7-417
Scottsdale, AZ 85266
602-721-8942

Date Submitted: January 30, 2019
OFFER SHEET
(Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature
Michael CoGald, Ph.D. ABPP

Date
01/30/2019

Printed Name (Authorized Signatory)
PS6 Consulting, Inc.

Legal Company Name

President
Offeror Certifies it is a (check only one):

Job Title
☐ Proprietorship ☐ Partnership ☒ Corporation

Email Address
34522 N. Scottsdale Rd 07-417

Mailing Address
Scottsdale, AZ 85266

City, State & Zip Code

Phone Number
602-721-8942

Questions regarding this offer should be directed to (if different from above):

Contact Name
Mary Ann Zimmerman

Phone Number
602-721-8942

Email Address
maryzimmerman@cox.net

FEDERAL TAXPAYER ID NUMBER (Required): 86-0438621

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☒ Yes ☐ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☐ Yes, Number _____ Tax Rate: _____ OR ☒ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☒ No, I do not have a conflict of interest

☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:
By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

☒ Exhibit 1-Special Notices ☒ Exhibit 2-RFP Standard Terms and Conditions
☒ Exhibit 3-Insurance Requirements ☒ Exhibit 4-Template Agreement ☒ Pricing Workbook
REQUIRED RESPONSES

Offeror’s answers to the following questions will comprise the Offeror’s response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror’s response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract.

1. Firm’s Qualifications and Experience, and Conformance to Required Certifications (40%).
   The following information should be included:
   A. A statement of your company’s qualifications, abilities, experience and expertise in providing the requested services.
      1. Include a history of your company such as past performance of services of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines. Describe what qualifies your company, financial, and staffing-wise, to provide the City with these services for the required period of time. Describe your experience in conducting pre-employment assessments and interviews for law enforcement officers and first responders; years of experience in developing and administering psychological examinations based upon job analyses; experience and ability to examine a large number of candidates in a relatively short period of time; psychological examiner certifications, licenses, educational background, memberships in professional organizations; continuing education in law enforcement candidate or first responder candidate assessment and selection; and past performance. Provide copies of examiner licenses and/or certificates with your response.
   2. Describe any circumstances where your company was disbarred by a public entity or found in breach of contract within the past 5-years.
   3. References – Submit a minimum of three references for whom your company have provided similar services as described in this RFP, preferably from other public entities within the State of Arizona. Include the name of entity, contact person’s names, phone numbers, e-mail and mailing addresses, type of service provided and dates these services were provided.
      (Offeror to include response here)

2. Method of Approach (30%). Clearly define your method of approach including, but not limited to, the following. Information should contain as little technical jargon as possible and should be oriented toward non-technical personnel.
   A. Narrative. Include a brief narrative highlighting your company’s proposal. Explain what differentiates your company from other competitors in the industry. Include information about the total number of accounts where the proposed services have been successfully implemented.
   B. Describe your company’s project management approach to ensure the successful completion of this contract. Include key personnel and their assigned roles in the resultant contract with the City of Glendale.
C. Detail your company's services offered as requested in this RFP including, but not limited to the following:

1. Description of your company's psychological examination techniques and procedures, including interview processes and procedures, equipment used, etc.
2. Description of your company's ability to offer other psychological exam services such as fitness-for-duty evaluations and assessments.
3. Description of your company's ability to generate written reports and feedback.
4. Provide information about your customer support services, including hours of operation, whether it is in-house or outsourced. Describe your problem reporting and resolution procedures and turnaround time for a support call.
5. Description of any duties and responsibilities that will be expected of City staff to assist you in the successful performance of this service.

(Offeror to include response here)

3. Pricing (30%). Offeror shall submit the Pricing Workbook. All-inclusive rate per individual exam shall include all labor, equipment, materials, hardware, software, permits, certifications, travel, per diems, insurance, warranty, profit, and any associated direct or indirect costs to perform the services specified herein, including testimony as may be required. No other charges shall be allowed under the contract.

All unit prices shall remain constant regardless of the number of individuals taking the exams. The City shall not be invoiced at prices higher than those stated in the resultant contract. All prices quoted shall be firm and fixed for the specified contract period.

Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT

Attach addendum response(s) and acknowledgement(s) here.

(Offeror to include response here)

CONFLICT OF INTEREST STATEMENT

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

(Offeror to include response here)
PSG Consulting, Inc., has developed and refined a system for providing high quality Pre-Employment Psychological Screening Examinations for law enforcement and other first responders over a period of nearly three decades.

PSG Consulting, Inc. is the private psychological consulting practice of Michael Cofield, Ph.D., ABPP.

Dr. Cofield is a Board Certified psychologist with the American Board of Professional Psychology, and is a Fellow with the American Academy of Clinical Health Psychology. He is duly licensed in the State of Arizona and is an Associate Member Service Provider of the International Association of Chiefs of Police.

Dr. Cofield has over 30 years experience in the provision of forensic evaluation services including pre-employment psychological screening for a variety of agencies. These have included the Glendale Police Department, Maricopa County Sheriff’s Office, Arizona Department of Public Safety, Peoria Police Department, Sedona Police Department, Wickenburg Police Department, Prescott and Prescott Valley Police Departments, Surprise Police Department and others.

Dr. Cofield received training from and worked with LEPS (Law Enforcement Psychological Services), one of the nation’s foremost providers of law enforcement psychometric products and evaluation services nationwide. He has also trained and supervised other psychologists in the ethical performance of pre-employment psychological examinations.

Dr. Cofield has performed several thousand pre-employment psychological examinations as well as fitness for duty and other evaluations for police and public safety agencies. He received a community service award from the Phoenix Fire Department in 2013, and has developed an on-line public safety resiliency training program for its members. He recently presented on that topic at the International Association of Chiefs of Police conference in San Diego.

Dr. Cofield is qualified as an expert forensic witness by the Superior Court of Arizona. He is the author of “The Road Map to Peace of Mind”, which is being used as a manualized/online stress reduction tool by public safety agencies, hospitals and other facilities.

Copies of relevant professional licenses are attached in the Addendum Section.
1.A.2:

There have been no circumstances where the company or Dr. Michael Cofield was disbarred by a public entity, or found in breach of contract at any time.

1.A.3:

References

Maricopa County Sheriffs Office
Lt. Jenny Jenkins, Commander Pre-Employment Services
602-876-4406
J.Jenkins@MCSO.maricopa.gov
2627 S. 35th Ave, Phoenix, AZ 85009

Prescott Police Department
Chief Deborah Black, Chief of Police
928-445-3131
Debora.black@prescott-AZ.gov
222 S. Marina, Prescott, AZ 86303

Prescott Valley Police Department
Chief James Edelstein, Assistant Chief of Police
928-772-9261
JEdelstein@pvaz.net
7601 E. Civic Circle, Prescott Valley, AZ 86314
2. Method of Approach (30%)

2.A:

Dr. Cofield has provided Pre-employment Psychological Examination services to the City of Glendale Police Department for over 25 years and is very familiar with its Vision, Mission and Values.

PSG Consulting, Inc. has developed a unique system of working with agencies in the provision of pre-employment psychological services. The pre-employment test administration is conducted at the agency to allow department staff more control of the testing process and an expedited workflow. Departmental staff demands are minimal. Our process continues to receive positive feedback from law enforcement administration staff as well as applicants.

Additionally, PSG Consulting Inc. uses industry standard computerized testing for two required law enforcement validated psychometric measures, as opposed to pencil and paper versions. Thus the time needed for testing is reduced, and all scoring is accomplished on the same day in most cases.

PSG Consulting Inc. has provided onsite pre-employment psychological screening as described above, and successfully used this or a variation model with various departments including: Glendale Police Department, Prescott Police Department, Prescott Valley Police Department, and the Maricopa County Sheriff's Office.

2.B:

PSG Consulting, Inc.'s project management approach is one of flexibility, efficiency and open communication. It is designed to expedite testing, interviewing, assignment of suitability ratings and reporting.

PSG Consulting, Inc. Project Manager, Mary Ann Zimmerman, MC, LPC, handles all day-to-day interaction with Police Department representatives. This includes coordinating applicant pre-employment psychological testing and scheduling.

Dr. Cofield conducts all pre-employment psychological interviews generally within 4-7 days of test completion based on applicant availability.

All suitability ratings are called into the assigned Departmental Representative after interview completion, generally with 4 hours.

Comprehensive written reports are typically provided within 48-72 hours.

Another factor that differentiates PSG Consulting, Inc. is unprecedented access to Dr. Cofield before and/or after completion of the examination. Dr. Cofield is available for consultation about applicants and submitted reports upon Department request, and at no additional charge to the Department.
2.0.1:

PSG Consulting, Inc. adheres to the standards set forth by the International Association of Chiefs of Police in the provision of law enforcement pre-employment psychological screening evaluations.

PSG Consulting, Inc. uses a combination of written and scientifically validated computerized testing processes. It has continued to receive positive feedback from law enforcement administration staff as well as applicants. Police Department representatives report that the time needed for applicant testing is reduced, and scoring is generally done the same day. Assessment methods and instrumentation utilized include:

- The California Personality Inventory (Law Enforcement version)
- The Personality Assessment Inventory (Law Enforcement version)
- The Law Enforcement Applicant Response Survey
- A-1 Anger Questionnaire
- Comprehensive Law Enforcement Background Questionnaire
- As needed:
  - The Wonderlic Personnel Test
  - The Shipley Institute of Living Scale
- Appropriate Release of Information and Informed Consent Documentation
- Forensic Law Enforcement Interview

A typical workflow of the pre-employment psychological process is as follows:

- A representative from the Police Department Background Investigation team contacts PSG Consulting, Inc. with the name and pertinent information for each applicant.

- PSG Consulting, Inc. creates necessary testing links and emails them to the Police Department Designee. The applicant is scheduled to come into the Department at the direction of Department staff. Once the testing portion is complete, the applicant is scheduled for the pre-employment psychological interview based on input from the applicant and Department staff, typically within 7 days of testing.

Our system is designed to expedite testing, interviews, and reporting. Verbal suitability ratings are nearly immediate, and the majority are provided within 2-4 hours of the completion of the evaluation.

Written reports are typically provided within 48-72 hours following forensic interviews.
2.C.2:
To avoid the perception of conflicts of interest, PSG Consulting, Inc. encourages outside referrals for fitness for duty evaluations and assessments and is happy to help facilitate these.

2.C.3:
Written reports are typically provided within 48-72 hours. Dr. Cofield is available for consultation about submitted reports upon request and at no additional charge to the Department.

2.C.4:
Customer support services are available Monday through Friday 8:00 a.m. to 6:00 p.m. These services are provided by in-house PSG Consulting, Inc. staff. Support response is generally within 2-4 hours and Police Department staff have access to the mobile telephone numbers of key PSG Consulting, Inc. staff, including Dr. Cofield.

2.C.5:
In order to successfully supply this service, PSG Consulting, Inc. requests that Police Department staff members notify the office of the applicant’s name, position applying for, and pertinent details at least 48 hours prior to desired testing date so links can be established for each applicant.

Police Department Staff will provide and secure a quiet, private room for applicant testing.

3.:
Pricing (30%)

Please see attach Pricing Worksheet
ADDENDUM RESPONSES AND ACKNOWLEDGEMENT

1. Copies of License

2. Insurance Requirement Waiver Request:

Dr. Cofield is a sole proprietor and does not have Worker's Compensation Insurance or a Business Automobile Policy.
Arizona State Board of Psychologist Examiners
1400 West Washington, Suite 240 Phoenix, Arizona 85007
(602) 542-8162  FAX (602) 542-8279
https://psychboard.az.gov

RECEIPT FOR LICENSE RENEWAL

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Michael Cofield, Ph.D.
34522 N. Scottsdale Rd #D7
Scottsdale, AZ 85266

6/19/2017

The State of Arizona Board of Psychologist Examiners Certifies Michael Cofield, Ph.D. is the Holder of Psychologist License Number 789 Issued: 6/2/1979 Expires: 9/30/2019

RECEIPT NO. 18585

Arizona State Board of Psychologist Examiners 5/19/2017
CONFLICT OF INTEREST STATEMENT

N/A
3. **Pricing Workbook**

The Offeror must complete all requested pricing below. All-inclusive rate per individual exam shall include all labor, equipment, materials, hardware, software, permits, certifications, travel, per diems, insurance, warranty, profit, and any associated direct or indirect costs to perform the services specified herein, including testimony as may be required. No other charges shall be allowed under the contract.

All unit prices shall remain constant regardless of the number of individuals taking the exams. The City shall not be invoiced at prices higher than those stated in the resultant contract. All prices quoted shall be firm and fixed for the specified contract period.

Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

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<th>Item No.</th>
<th>Description</th>
<th>Unit of Measure</th>
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<th>Unit Price Per Exam (B)</th>
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<td>No-Show/Cancellation Fee (if applicable). Indicate cancellation timeframe prior to scheduled Appointment:</td>
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**Grand Total (Item No. 1 through 3)**: $18,465

**IF PRICING IS NOT PROVIDED IT IS INTERPRETED AS A NO-BID**

**Discount/Payment Terms:** The City standard is 2% 20 days

Comply: YES [ ] NO [X]

If your answer is NO, please state terms offered: [ ] %
PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the Unit Price Per Hour in Price Sheet Section 3.1.

TAX AMOUNT Do not include any use tax or federal tax in your proposal. Taxes must be listed as a separate item on the Contractor’s invoices.