

**SERIAL 08087 S LAW ENFORCEMENT PSYCHOLOGICAL EVALUATION SERVICES -
MCSO**

DATE OF LAST REVISION: November 18, 2008 CONTRACT END DATE: November 30, 2011

CONTRACT PERIOD THROUGH NOVEMBER 30, 2011

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **LAW ENFORCEMENT PSYCHOLOGICAL EVALUATION SERVICES-
MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 18, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/bg
Attach

Copy to: Materials Management
 Amie Bristol, MCSO

INVITATION FOR BID FOR: **LAW ENFORCEMENT PSYCHOLOGICAL EVALUATION SERVICES - MCSO**

1.0 **INTENT:**

The intent of this solicitation is to identify qualified psychologists and/or psychiatrists to provide law enforcement evaluation services to/for the Maricopa County Sheriff's Office (MCSO). Psychological testing and clinical interviews may be required for up to 1,700 individuals on an annual basis. Pre-employment evaluations, fitness for duty evaluations, call-outs for interventions regarding serious police incidents to include shootings, in line of duty deaths, among others may be required. MCSO duty descriptions such as Deputy Sheriff, Call Taker, Emergency Dispatcher and Detention Officer Applicants require psychological evaluations, at the determination of MCSO. Fees/compensation are predetermined, and are not negotiable. The contract resultant of this solicitation shall be a requirements contract, based solely upon the current needs of MCSO. No "quantity" of work or assignments is guaranteed to any awardee. Maricopa County reserves the right to make multiple contract awards to and to make subsequent awards, as requirements may demand.

2.0 **SCOPE OF SERVICES:**

2.1 **CONTRACTOR MINIMUM QUALIFICATIONS:**

- 2.1.1 Applicant/Contractor shall be currently licensed as a psychologist or psychiatrist in the State of Arizona *and* shall maintain the required licensing for the duration of which the contractor provides these services to the County. **-MANDATORY-** A "copy" of the applicant's current license shall accompany their submission. Failure to comply with this requirement shall deem the applicant's submission non-compliant and their submission shall not be considered for contract award.
- 2.1.2 Applicant shall have a verifiable background in police and/or forensic psychology, and be familiar with IACP (International Association of Chief's of Police) standards.

2.2 **WRITTEN REPORTS:**

Contractor shall provide a "written report" in "lay terms" for *ALL* evaluations requested by MCSO. Written report(s) will be provided to MCSO no later than seven (7) working days after the date of the applicant's "evaluation" appointment. Subject "written reports" shall include at a minimum, but not be limited to:

- The psychological test(s) utilized and what each test indicated about the applicant in regards to the position applied for, and the fitness for the position in regarding those tests.
- An assessment of the information obtained during the Psych oral interview and background interview.
- A behavioral "description" of the applicant.
- Contractor shall consistently utilize a recognized "ranking system", and shall make the "ranking system" "known" to MCSO, prior to submission of any "written report"

2.3 **EVALUATION TESTING MINIMUM:**

- 2.3.1 The evaluation(s) shall include written and/or video tests including an oral interview.
- 2.3.2 The psychological tests utilized shall be recognized by the IACP (International Association of Chief's of Police) as instruments utilized in pre employment law enforcement psychological evaluations. The following listed "tests" are recognized by IACP:
- o Wonderlic

- Personality assessment inventory
- MMPI-2
- CPI
- PAI
- B Pad

Other “tests” may be acceptable if “pre-approved” by MCSO.

2.3.3 Any and all cognitive assessment tools will be administered and scored *ONLY* by the contracted professional(s).

2.4 OTHER EVALUATION PROVIDER SERVICE REQUIREMENTS:

Evaluation(s)/services may include the following:

2.4.1 To assess and evaluate Posse members to determine if they should be allowed to receive training regarding carrying and use of fire arms while on duty.

2.4.2 To provide “fitness for duty evaluations” and “re entry” evaluations as requested by command staff

2.4.3 To provide 24 hour access to Maricopa County Sheriff’s Office Command staff as needed in extreme emergencies.

2.4.4 To provide consultation and general advisement to Sheriff’s Managers as needed.

2.4.5 To provide court testimony related to psychological evaluations provided by the individual contractor as needed if subpoenaed by the court.

2.4.6 Consultation with MCSO command staff regarding individuals who were referred for pre employment evaluation is an integral part of the requirements (see Section 2.3 above) for the pre determined fees/compensation stated and is not subject to the hourly rate.

2.5 FEES/COMPENSATION:

2.5.1 Fees/compensation are pre-determined and are not negotiable.

2.5.2 Contractor shall be compensated \$300.00 per properly completed evaluation. No compensation shall be paid by MCSO until all evaluation requirements are “complete and properly received” by MCSO. Contractor compensation for “other MCSO requirements” (see 2.4.3, 2.4.4 and 2.4.5 above), is pre-determined at an hourly rate of \$100.00 per hour.

2.6 INVOICES AND PAYMENTS:

2.6.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.6.1.1 Company name, address and contact
- 2.6.1.2 County bill-to name and contact information
- 2.6.1.3 Contract Serial Number
- 2.6.1.4 County purchase order number
- 2.6.1.5 Invoice number and date
- 2.6.1.6 Payment terms
- 2.6.1.7 Date of service or delivery
- 2.6.1.8 Quantity (number of days or weeks)
- 2.6.1.9 Description of Purchase (product or services)

- 2.6.1.10 Pricing per unit of purchase
- 2.6.1.11 Extended price
- 2.6.1.12 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.6.2 **Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).**

2.6.3 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

2.7 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.8 SERVICE DELIVERY:

It shall be the Contractor's responsibility to meet the proposed service delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make service delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Compensation/fee adjustments, if any, will be determined by the Maricopa County Sheriff's Department at the time of contract anniversary date or renewal. In no case will the contract rate

increase exceed the current Producer Price Index (PPI). Rate increases are at the discretion of the County and are not guaranteed.

3.4 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.1 Professional Liability Insurance.

Professional Malpractice Liability insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 per medical incident and \$3,000,000.00 annual aggregate.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.7 ORDERING AUTHORITY.

- 3.7.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.7.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products/services is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.7.4 Any attempt to represent any product/services not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, MCSO Procurement, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 EVALUATION CRITERIA.

- 3.9.1 The evaluation of Application/Bids will be based on, but will not be limited to, the following:
 - 3.9.1.1 Contractor/Applicant full agreement regarding compliance with statement of work, and submission of required documents.
 - 3.9.1.2 Contractor/Applicant full agreement regarding acceptance of pre-determined fees.
 - 3.9.1.3 Determination of Responsibility.
- 3.9.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

3.10.1 **One (1) original hardcopy.**

3.10.2 **One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.**

3.10.2.1 **ATTACHMENT A (PRICING)-EXCEL**

3.10.2.2 **ATTACHMENT B (AGREEMENT)-WORD**

3.10.2.3 **ATTACHMENT C (REFERENCES)-WORD**

3.10.2.4 **OTHER DOCUMENTS AS BUYER REQUESTS**

3.10.3 Respondents shall address bids identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

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3.10.4 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

3.11 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.11.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.11.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.11.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.11.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.11.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.11.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.11.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.12 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

STEPHEN L. CARSON PHD, 6625 Z. RURAL RD, #101 TEMPE, AZ 85283

PRICING SHEET: NIGP CODE 9487608

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO 0 %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PRICING:

ITEM DESCRIPTION

- 1.1 Law Enforcement Psychological Evaluation Services in full compliance with the requirements as stated in this solicitation: \$300.00/ per evaluation
- 1.2 Provide 24 hour access to Maricopa County Sheriff's Office Command staff as needed (Section 2.4.3): \$100.00/per hr.
- 1.3 Provide consultation and general advisement to Sheriff's Management as required (Section 2.4.4): \$100.00/per hr.
- 1.4 Provide court testimony related to psychological evaluations provided by the individual Contractor as needed (Section 2.4.5): \$100.00/per hr.

Terms: NET 30

Vendor Number: W000005937X

Telephone Number: 480-345-2292

Fax Number: 480-345-2294

Contact Person: Stephen L. Carson

E-mail Address: stevecarsonphd@earthlink.net

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2011.**

GLENN CLOUSE, PSY.D, 4554 E. INVERNESS AVE, SUITE C-11, MESA, AZ 85206

PRICING SHEET: NIGP CODE 9487608

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO %
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Terms: NET 30

Vendor Number: W000012351X

Telephone Number: 480-299-7251

Fax Number: 480-558-4332

Contact Person: Glenn Clouse

E-mail Address: glclouse@hotmail.com

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2011.**

MICHAEL COFIELD, 5555 N. 7TH STREET, SUITE 134-128, PHOENIX, AZ 85014

PRICING SHEET: NIGP CODE 9487608

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

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- 1.4 Provide court testimony related to psychological evaluations provided by the individual Contractor as needed (Section 2.4.5): \$100.00/per hr.

Terms: NET 30

Vendor Number: W000013802X

Telephone Number: 602-721-8942

Fax Number: 602-636-2552

Contact Person: Mary Ann Zimmerman

E-mail Address: maryazimmerman@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2011.**

WAYNE R. GENERAL, PHD, 761 E. UNIVERSITY DR., STE G, MESA, AZ 85203

PRICING SHEET: NIGP CODE 9487608

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO %
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INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

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Terms: NET 30

Vendor Number: W000008506X

Telephone Number: 480-844-0228

Fax Number: 480-844-0832

Contact Person: Wayne R. General

E-mail Address: docgeneral@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2011.**

M&M PUBLIC SAFETY PSYCHOLOGY SERVICES, PLLC, 7500 E. MCDONALD DRIVE, SUITE 400A, SCOTTSDALE, AZ 85250

PRICING SHEET: NIGP CODE 9487608

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO %
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- 1.4 Provide court testimony related to psychological evaluations provided by the individual Contractor as needed (Section 2.4.5): \$100.00/per hr.

Terms: NET 30

Vendor Number: W000013491

Telephone Number: 480-946-0801

Fax Number: 480-946-0814

Contact Person: John A. Moran

E-mail Address: jm@moranvigil.com

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2011.**