



## City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P06-0053** Proposal Due Date: **December 2, 2005**  
 Services: **Pre-employment Psychological Screening of Public Safety Candidates** Proposal Time: **5:00 P.M. MST**  
 Purchasing Agent: **Lisa Houg, CPPB**  
 Project No: \_\_\_\_\_ Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**  
 Mailing Address: **8314 West Cinnabar Street, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

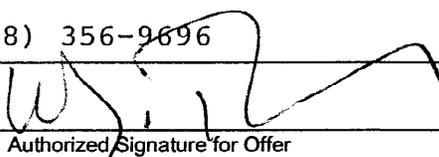
### OFFER

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

Arizona Transaction (Sales) Privilege \_\_\_\_\_  
 Tax License Number: \_\_\_\_\_

For clarification of this offer contact:  
 Name: Michael D. Roberts, Ph.D.

Federal Employer Identification Number: 94-2526501

Telephone: (408) 356-9696  
  
 Authorized Signature for Offer

Law Enforcement Psychological Services, Inc.

Michael D. Roberts, Ph.D.

Company Name

Printed Name

15251 National Avenue Suite 201

President

Address

Title

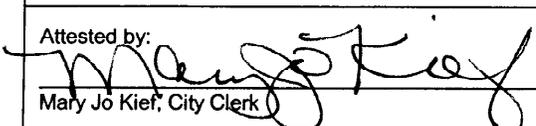
Los Gatos, CA 95032

City State Zip Code

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; and 3.) This written acceptance and contract award.

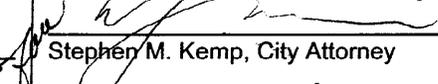
As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by:   
 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: Dec 21, 2005

Approved as to form: **William L. Emerson, Deputy City Attorney**

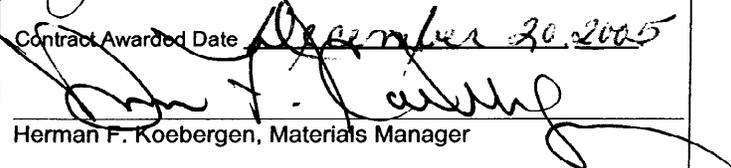
CC: \_\_\_\_\_

  
 Stephen M. Kemp, City Attorney

Contract Number: ACON 51005

Contract Awarded Date: December 20, 2005

Official File: \_\_\_\_\_

  
 Herman F. Koebergen, Materials Manager



**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
4/11/2006

PRODUCER (209) 824-0490  
**Micheletti & Associates**  
 302 Cherry Lane Suite 101  
 San Jose, CA 95137

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED	INSURERS AFFORDING COVERAGE	NAIC #
<b>Law Enforcement Psychological Services, Inc.</b> 15251 National Avenue, Suite 201 Los Gatos, CA 95032	INSURER A: <b>Hartford Casualty Insurance Company</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBABZ5288	4/1/2006	4/1/2007	EACH OCCURRENCE \$ <b>1,000,000</b>
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>				
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBABZ5288	4/1/2006	4/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	57WBCRL0662	4/1/2006	4/1/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Pre-employment Psychological Screening of Public Safety Applicants. Bid#P06-0053

Certificate Holder is named Additional Insured per form SS 04 49 05 93. \*10-Day notice of cancellation for non-payment of premium.\*

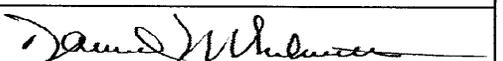
**CERTIFICATE HOLDER**

City of Peoria  
 Procurement  
 8314 W. Cinnabar Street  
 Peoria, AZ 95345-

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

**C.** Who is an insured in the BUSINESS LIABILITY COVERAGE FORM is amended to include as an insured the person or organization shown in the Declarations but only with respect to liability arising out of the operations of the **named insured**.

For losses covered under the BUSINESS LIABILITY COVERAGE of this policy this insurance is primary to other valid and collectible insurance which is available to the person or organization shown in the Declarations as an Additional Insured.

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

#### 1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A professional service provider submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.

9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

#### 11. AWARD OF CONTRACT:

a. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.



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7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Consultant without prior written permission of the City and no delegation of any duty of Consultant shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.

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.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Last minute failure of office equipment is not force majeure.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Consultant as related to any contract held with the City.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.



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21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.



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32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0053**

**Materials Management  
Procurement**  
8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Pre-employment Psychological Screening of Public Safety Candidates**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
9. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
10. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
11. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
12. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
13. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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 the City, constitute a material breach of this Contract.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0053**

### Materials Management Procurement

8314 West Cinnabar Street  
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The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City 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 coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City 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. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

#### 14. **Required Insurance Coverage:**

##### a. Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101093, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

##### b. Automobile Liability



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P06-0053

**Materials Management  
Procurement**  
8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
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Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. **Workers' Compensation**

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

d. **Professional Liability**

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.

15. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

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 the Consultant'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 the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

16. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

17. **Independent Contractor:**

a. **General**

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P06-0053**

**Materials Management  
Procurement**  
8314 West Cinnabar Street  
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b. **Liability**

- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

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.

c. **Other Benefits**

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

18. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

19. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

20. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P06-0053

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

21. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to delivery the service.

Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.

22. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
23. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
24. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:
- The Consultant provides material that does not meet the specifications of the contract;
  - The Consultant fails to adequately perform the services set forth in the specifications of the contract;
  - The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
- In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:
  - Deduction from an unpaid balance;
  - Or any other remedies as provided by law.



## SCOPE OF WORK

Solicitation Number: **P06-0053**

### Materials Management Procurement

8314 West Cinnabar Street  
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Phone: (623) 773-7115

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### Section I - Introduction

The City of Peoria is seeking qualified psychologists (“examiner”) or firms of qualified examiners to conduct pre-employment psychological evaluations of applicants for the following public safety job classifications: Police Officer, Reserve Police Officer, Firefighter, Communications Specialist, Police Services Officer, and Crime Scene Technician. In recognition of the mutual investments of time and resources required to achieve an optimal working relationship, the City hopes to achieve an on-going alliance with the selected examiner(s).

Consistent with the terms outlined under “Examiner Requirements” below, the selected examiner(s) will be expected to perform an estimated 50 pre-employment psychological evaluations per year, on average, as follows:

1. Firefighter candidates: estimated 8 evaluations
2. Police officer candidates: estimated 30 evaluations
3. Reserve Police Officers, Communications Specialists (911 Dispatchers), Crime Scene Technicians, and Police Services Officers: estimated 12 evaluations distributed among these positions

The purpose of conducting the pre-employment psychological evaluations of public safety candidates is: 1) to determine whether or not the candidate satisfies the Psychological Selection Criteria (see Exhibit) adopted by the City for each position and, if so; 2) to provide job relevant information to the City that will aid the hiring agency (e.g., Police Department or Fire Department) in monitoring and evaluating the employee during the probationary period.

### Section II - Background

Peoria is Arizona’s ninth largest city with an estimated year 2005 population of 138,732. Peoria is located in the Northwest portion of the Valley of the Sun with the state capital of Phoenix and the neighboring city of Glendale to the east, and the retirement community of Sun City to the west. The total city area is 177.9 square miles stretching northward to include Lake Pleasant. The City of Peoria employs approximately 1000 full-time employees.

### Section III - Examiner Requirements

#### **A. Minimum Substantive Expertise**

1. A doctoral degree in psychology and at least five years of postgraduate experience in the diagnosis and treatment of emotional and mental disorders, with at least three of these years accrued postdoctorate.



## SCOPE OF WORK

Solicitation Number: **P06-0053**

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

2. State licensure or certification as a psychologist at the independent practice level. [Pursuant to A.R.S. § 32-2075(A)(4), a psychologist licensed in a state other than Arizona may practice for up to 20 days per year in Arizona if the activities and services are within the psychologist's customary area of practice and are not otherwise in violation of Board statutes and rules and the client, public or consumer is notified of the limited nature of these activities and services and that the psychologist is not licensed in Arizona. The City anticipates that the selected examiner(s) will not require more than 20 days per year of in-state services.]

### **B. Minimum Applied Expertise**

1. No less than two years (preferably five or more years) experience conducting similar services to one or more public safety agencies.
2. Receipt of continuing education over the past three years relevant to psychological screening of public safety applicants.

### **Section IV - Examiner Performance Expectations**

For each examiner proposed to provide services in connection with this contract, the following performance expectations shall apply:

#### **a. Examiner Competence**

1. Maintain throughout the term of the contract period a level of professional competence sufficient to provide the scope of services in a manner that meets or exceeds the standard of practice in the psychological screening of public safety applicants. Professional competence includes, but is not limited to, knowledge of relevant literature, research, and law; compliance with the "Ethical Principles of Psychologists and Code of Conduct" published by the American Psychological Association (2002); and compliance with the "Pre-employment Psychological Evaluation Guidelines" published by the International Association of Chiefs of Police, Police Psychological Services Section (2004).
2. Commit sufficient time and resources to understanding the City's Psychological Selection Criteria, task demands, essential functions, and working environment for each position that is subject to pre-employment psychological screening. The proposed examiner(s) should incorporate the estimated costs associated with this commitment of time and resources into the proposed fee.

#### **b. Evaluation & Evaluation Process**

1. Provide each candidate with full disclosure of the terms of the pre-employment psychological evaluation. Receipt of this disclosure should be acknowledged by the candidate in writing. At a minimum, the disclosure should include a description of the nature and purpose of the assessment,



## SCOPE OF WORK

Solicitation Number: **P06-0053**

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560

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limits to confidentiality, the nature of the information that will be disclosed to the City and hiring agency, who will have access to confidential information, the identity of the client, the intended uses and foreseeable outcomes of the examination, and the fact that the candidate will not have access to feedback or results of the examination. The selected examiner(s) shall provide the City with a copy of the written disclosure or informed consent document in advance of its use.

2. Use only current, updated, authorized test versions and scoring options for standardized tests and use norms most appropriate to the applicant pool.
3. Use standardized assessment elements and procedures for all candidates unless a variance is justified by clinical considerations rather than convenience, cost, or time.
4. Review and clarify results of written testing and background information, both applicant-reported and agency-provided, prior to completion of the interview.
5. Conduct with each candidate a face-to-face interview with a duration and scope sufficient to solicit and clarify necessary information and assess the candidate on each element of the Psychological Selection Criteria.
6. Integrate data from all relevant sources (e.g., objective psychological testing, self-reported history, interview findings, direct observations, agency-provided background information, etc.) when evaluating an applicant's psychological suitability. An examiner is encouraged to seek clarification of the hiring agency's selection standards or acquire additional assessment data if needed to achieve an acceptable level of confidence in the qualification rating or to resolve equivocal findings.

### c. Communication of Results

1. Deliver a dichotomous qualification rating (e.g., pass or fail, qualified or unqualified, suitable or unsuitable) to Human Resources and the hiring agency within two business days following the examination. A narrative report is to be delivered to Human Resources within ten business days after the examination. Equivocal ratings (e.g., "marginal", "qualified with reservations", etc.) are not acceptable.
2. Limit intrusions on the applicant's personal privacy by only reporting information germane to the Psychological Selection Criteria and the reasons supporting the qualification rating. A narrative recitation of the applicant's full developmental history and other detailed private information is to be avoided unless relevant to the rating and selection criteria. Judgments about the applicant's qualifications should be made and reported solely on the basis of job relevant factors (e.g., the functions the candidate is expected to be able to perform or other behavioral expectations).



## SCOPE OF WORK

Solicitation Number: P06-0053

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

3. Report findings to the City and the hiring agency in plain language whenever possible and explain technical terms when their use is necessary or unavoidable.
4. Communicate assessment information only to City personnel having the authority and need to know. Any questions concerning a particular person's authority and need to know should be addressed to the Human Resources Director or his/her designee.
5. Create, maintain, store, and retain assessment records in a manner reasonably expected to facilitate judicial or other third party review should it occur.
6. Store assessment records in a manner that protects their confidentiality and, pursuant to Arizona Administrative Code R4-26-106, retain them for no less than seven years after completion of the examination.

#### d. Accountability

1. Monitor and report to Human Resources no less than annually the qualification ratings by gender, race, and age, and make methodological adjustments, as necessary, in the face of evidence of adverse impact.
2. Participate in continuous process improvements through on-going reciprocal feedback with the City and the respective hiring agencies. This is to include, but not be limited to, semi-annual meetings with the selected examiner(s) and various City personnel.
3. Ensure that the delegation of work to employees, supervisees, or others does not exceed their legal authority and competence or the terms of the contract with the City.
4. Schedule examinations within ten (10) business days of the City's request for an examination; respond to City requests for information or call-back within twenty-four (24) hours of the request.

### **Section V - Qualifications and Evaluation**

#### **1. Capabilities and Experience of the Examiner(s).**

- a) Describe the examiner(s) experience performing similar services to other public safety agencies.
- b) Describe the substantive and applied experience of each proposed examiner, specifically related to the Examiner Requirements section.

#### **2. Plan and Methods to Accomplish the Scope of Work.**

- a) Describe the procedures, examination methods, and instruments proposed to be used to accomplish the Scope of Work, as well as the rationale for this plan, consistent with the terms described in the



## SCOPE OF WORK

Solicitation Number: **P06-0053**

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Evaluation and Evaluation Process section.

- b) Describe how the offeror proposes to meet each of the Examiner Performance Expectations as described in the Scope of Work.

### 3. Fee Schedule.

- a) Provide a per-candidate charge for each pre-employment examination, inclusive of all administrative costs, instrument charges, scoring charges, expenses, and professional fees for the examination and report preparation.
- b) Provide an hourly rate for each examiner for services not covered by the per-candidate charge.
- c) Provide any additional fees or charges that may apply.

### 4. Additional Data Support.

- a) Provide three (3) references that include the name of the agency for which similar evaluations were conducted; the name, address, and phone number of the contact person; the positions for which the evaluations were conducted; and the time period in which the evaluations were conducted.
- b) The offer may include resumes for each proposed examiner or staff person, letters of reference, and other documents supporting the offeror's expertise, capabilities, and methods.



## QUESTIONNAIRE

Solicitation Number: **P06-0053**

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No \_\_\_\_\_.

If yes, please provide details and documentation of the certification.



## EXHIBIT

Solicitation Number: P06-0053

### Materials Management Procurement

8314 West Cinnabar Street  
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Phone: (623) 773-7115  
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## PSYCHOLOGICAL SELECTION CRITERIA

*The City of Peoria has adopted the psychological screening dimensions identified by the California Commission on Peace Officer Standards & Training for use with all public safety candidates. The following list of positive and counterproductive behaviors applies specifically to Police Officer and Reserve Police Officer job classifications. For each other job classification, the hiring agency will inform the provider of any adjustments to the positive and counterproductive behaviors associated with each dimension that may be necessitated by differences in functions and work environment. Furthermore, some dimensions may weigh more heavily for one job classification than another, although the general dimensions will apply to all public safety positions.*

### **Social Competence**

This involves communicating with others in a tactful and respectful manner, and showing sensitivity and concern in one's daily interactions. It includes several facets, including:

- The ability to "read" people and be aware of the impact of their own words and behavior on others (Social Awareness)
- Sensitivity and concern towards the feelings of others (Empathy)
- Tact and impartiality in treating all members of society (Tolerance)

#### *Counterproductive Behaviors:*

- Baits people; takes personal offense at comments, insults, criticism
- Provokes others by officious bearing, gratuitous verbal challenge or through physical contact
- Antagonizes others
- Uses profanity and other inappropriate language in a manner that offends or is inappropriate
- Refuses to listen to explanations from others
- Performs job duties in a way so as to minimize interactions with others
- Makes inappropriate comments to people regarding their personal characteristics and about specific groups (e.g., racial, gender, sexual orientation, proficiency with the English language, immigrant status, HIV/AIDS infection, religion, transgender, social status, etc.)
- Fails to recognize how one's own emotions/behavior affect situations and others
- Makes hasty, biased judgments based on physical appearance, race, gender, or other group membership characteristics

### **Teamwork**

This involves working effectively with others to accomplish goals, as well as subordinating personal interests for the good of the working group and agency. It involves establishing and maintaining effective, cooperative working relationships with fellow officers, supervisors, community partners, representatives of other agencies, and others tasked with serving and protecting the community. It consists of:

- Sharing information and providing assistance and support to fellow officers and other working partners
- Balancing personal ambitions with organizational/team goals
- Performing one's fair share in a group effort
- Collaborating effectively with others to accomplish work goals, as necessary
- Not allowing personal differences to affect working relationships



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Solicitation Number: P06-0053

**Materials Management  
Procurement**  
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### *Counterproductive Behaviors:*

- Resents successes and accomplishments of team members
- Does not assist co-workers
- Avoids asking others for assistance when it is needed
- Alienates co-workers by dominating interactions and activities
- Gossips, criticizes and backstabs co-workers

### **Adaptability-Flexibility**

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This involves the ability to change gears and easily adjust to the many different, sudden, and sometimes competing demands inherent in law enforcement work. It consists of:

- Appropriately shifting between the role of law enforcer and public servant
- Adjusting to planned and unplanned work changes, including different types of incidents that must be handled one right after another
- Prioritizing and working effectively on several very different tasks/projects at the same time
- Appropriately applies laws and regulations; understands the difference between the letter and the spirit of the law
- Performs duties without constant supervision or instructions
- Works in unstructured situations with minimal supervision
- Adjusts to differing supervisory styles
- Can physically and mentally adjust to shift work
- Makes sudden adjustments in use of force as appropriate

### *Counterproductive Behaviors:*

- Needs explicit or precise directives in order to perform adequately
- Fails to exercise appropriate discretion in carrying out duties
- Spends too much time on minor issues—unable to set priorities
- Is paralyzed by uncertainty or ambiguity
- Can't "let go" of a troubling incident within a reasonable time frame; brooding, seemingly preoccupied with a narrow personal agenda

### **Conscientiousness-Dependability**

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This involves diligent, reliable, conscientious work patterns, performing in a timely, logical manner in accordance with rules and regulations and agency policies. It includes:

- Carrying assigned tasks through to successful and timely completion
- Maintaining a punctual, reliable attendance record
- Persevering in the face of obstacles, difficulties, long hours and other adverse working conditions
- Staying organized
- Carefully attending to details (e.g., typos, missing/incorrect information)
- Staying current on new rules, procedures, etc.
- Maintaining accountability for one's work, and analyzing prior mistakes or problems to improve performance
- Performing effectively under difficult and uncomfortable conditions
- A promise made is a promise kept
- Continually works to achieve or restore trust with peers, supervisors and citizens



## EXHIBIT

Solicitation Number: P06-0053

### Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

#### *Counterproductive Behaviors:*

- Sneaks out before shift is over
- Fails to comply with instructions or orders
- Procrastinates
- Loses valuable information
- Causes unnecessary and inappropriate property damage while carrying out work duties
- Coasts towards the end of the shift
- Poor attendance; takes time off from work unnecessarily
- Deliberately fails to complete assignments in order to accrue unnecessary overtime
- Takes excessive/extended breaks
- Wastes time "shooting the breeze"
- Misses important appointments
- Fails to properly prepare for assignments
- Finds ways to avoid taking necessary training
- Fails to maintain employer-owned equipment
- Fails to properly report equipment damage
- Conducts unauthorized personal business while on duty
- Gives up or cuts corners when faced with obstacles
- Performs job duties in a way that requires the minimum amount of effort

#### **Impulse Control-Attention to Safety**

This involves taking proper precautions and avoiding impulsive and/or unnecessarily risky behavior to ensure both public and officer safety. It includes the ability and inclination to think before acting – to keep one's impetuous, knee-jerk reactions in check, and instead behave in conscious regard for the larger situation at hand. It includes:

- Drives and otherwise behaves within one's own limits – doesn't excessively speed, take on too many individuals without backup, etc.
- Taking proper precautions during and after vehicle pursuits, traffic stops, administering emergency assistance/first aid, etc.
- Thinking things through before acting (including considering consequences), rather than doing the first thing that comes to mind, yet maintaining a training edge to respond optimally to deadly force situations
- Careful use and maintenance of firearms, less lethal weapons, OC spray, edged weapons, vehicle, flashlight, baton, tactical vest, radio, cell phone, etc.; consistently possesses all issued equipment
- Safe driving practices during routine and high arousal activities
- Attention to and awareness of hazards

#### *Counterproductive Behaviors:*

- Brandishes and is otherwise careless with firearms
- Disregards risk to self or others; exhibits "tombstone courage"
- Drives recklessly and at excessive speeds
- Gets in avoidable/excessive traffic accidents
- Lives in the moment at the expense of accomplishing long-term objectives
- Takes unnecessary, foolhardy risks
- Reacts in a knee-jerk manner to emergency events without sufficient attention to safety
- Acts without thinking
- Overreacts when challenged or criticized



## EXHIBIT

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- Involved in and/or arrested for off-duty incidents that would be inappropriate for a public safety employee
- Speeds and drives recklessly off duty
- Gets in altercations

### **Integrity-Ethics**

This involves maintaining high standards of personal conduct. It consists of attributes such as honesty, impartiality, trustworthiness, and abiding laws, regulations and procedures. It includes:

- Not abusing the system nor using the position of authority for personal gain
- Not bending rules or otherwise trying to beat the system by tampering with evidence, slanting reports, providing inaccurate testimony, etc.
- Not engaging in illegal or immoral activities – either on or off duty

#### *Counterproductive Behaviors:*

- Shades the truth, omits facts, makes false or misleading statements or otherwise distorts the truth
- Lies, misrepresents and commits perjury
- Lies about his/her mistakes or oversights
- Uses one's position to solicit gratuities or favors, either on- or off-duty
- Steals
- Uses access to confidential information for self-serving purposes
- Uses bullying, flattery, trickery and other devious methods when uncalled for by the situation
- Breaks/bends rules, believing that the end justifies the means
- Uses one's position to receive sexual and/or monetary favors
- Fraudulently reports sick and/or annual leave
- Bends rules for personal gain or satisfaction
- Abuses privileges and benefits of the job
- Succumbs to peer pressure to not report serious misconduct
- Involved in the sale or distribution of illegal drugs
- Engages in illegal sexual activity (e.g., sex with prostitutes, minors, etc.)
- Transgresses professional boundaries by initiating inappropriate personal relationships with others

### **Emotional Regulation & Stress Tolerance**

This involves the ability to maintain composure and stay in control, particularly during life-threatening, time-critical events and other stressful situations. It includes taking the negative aspects of the job in stride and maintaining an even temperament, as well as accepting criticism rather than becoming overly defensive or allowing it to hamper job performance. It includes:

- Acceptance/ownership of personal limitations and mistakes
- Ability to perform under difficult, threatening situations
- Maintaining positive self image under adverse circumstances
- Maintaining even-tempered composure and demeanor
- Proper use of force

#### *Counterproductive Behaviors:*

- Never acknowledges or admits to shortcomings or mistakes
- Excessively moody
- Becomes excessively defensive or otherwise overreacts when challenged or criticized
- Consistently blames others (or circumstances) for mistakes made



## EXHIBIT

Solicitation Number: **P06-0053**

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- Worries excessively and enters into new situations with considerable apprehension
- Overly suspicious and distrusting in dealing with others
- Denies impact of stress-inducing incidents
- Commonly behaves with hostility and anger
- Overly self-critical of one's job performance
- Is "always right"-- not open to others' ideas, suggestions, etc.
- Argues at the drop of a hat
- Badmouths the employer and associated organizations
- Unable to cope with stress
- Unnecessarily confrontational and aggressive
- Comes "unglued," freezes, or otherwise performs ineffectively when feeling overloaded or stressed
- Antagonistic towards co-workers (e.g., uses abusive or condescending language; disrespectful)
- Disrupts/undermines authority (fails to successfully carry out directives; shows signs of contempt by eye rolling, exaggerated exhaling, etc.)
- Engages in excessive, unrestrained use of force
- Allows personal problems and stressors to adversely affect behavior on the job
- Commits domestic violence

### **Decision-Making & Judgment**

This involves common sense, "street smarts," and the ability to make sound decisions, demonstrated by the ability to size up situations quickly and take the appropriate action. It also involves the ability to sift through information to glean that which is important, and, once identified, to use that information effectively. It involves:

- Thinking on one's feet, using practical judgment and efficient problem solving
- Prioritizing competing demands
- Developing creative and innovative solutions to problems
- Basing decisions on the collection and consideration of important information
- Applying deductive and inductive reasoning, as necessary

#### *Counterproductive Behaviors:*

- Exhibits an inability to make decisions when options are not clear-cut or obvious
- Unable or unwilling to make "midcourse corrections" on initial course of action when presented with new information
- Naive, overly trusting, easily duped
- Has tunnel vision; does not see the big picture when analyzing data
- Fails to identify patterns and implications when analyzing data and information

### **Assertiveness-Persuasiveness**

This involves unhesitatingly taking control of situations in a calm and appropriately assertive manner, even under dangerous or adverse conditions. It includes the ability to:

- Confront suspects
- Act assertively and without hesitation
- Not be easily intimidated
- Use force, including deadly force, when necessary
- Assert ideas and persuade others to adopt desired course of action
- Command respect
- Emanate professional pride and demeanor



## EXHIBIT

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#### *Counterproductive Behaviors:*

- Delays acting in crisis, time-critical situations due to the absence of a full set of facts
- Displays submissiveness and insecurity when confronting challenging or threatening situations
- Is hesitant to exert influence in uncomfortable/stressful situations
- Overbearingly takes over control of situations, thereby escalating tensions and risks
- Avoids interpersonal conflict at all costs
- Fails to take action when required or requested
- Overly concerned with possible negative consequences or reactions of others

#### **Avoiding Substance Abuse & Other Risk-Taking Behavior**

This involves avoiding participation in behavior that is inappropriate, self-damaging, and can adversely impact organizational functioning, such as alcohol and drug abuse, domestic violence, sale of drugs, and harmful gambling.

#### *Counterproductive Behaviors:*

- Uses illegal drugs
- Misses work due to alcohol or drug use
- Drinks alcohol on duty
- Arrives at work intoxicated or hung-over
- Involved in and/or arrested for off-duty incidents involving alcohol or drugs
- Recent history of DUI arrests
- Gambles to the point of causing harm to oneself
- Engages in self-destructive behaviors

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Services, Inc.*

November 9, 2005

Ms. Lisa Houg, CPPB  
City of Peoria, Materials Management  
8314 West Cinnabar Avenue  
Peoria, AZ 85345

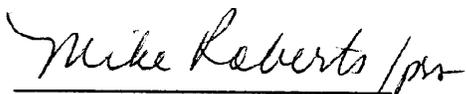
RE: SOQ #: P05-0107

Ms. Houg;

After our original proposal was submitted to the City of Peoria, the Ninth Circuit Court rendered a decision that will affect the way applicants are processed by employers in the 12 western states. Enclosed is our revised proposal which includes a number of suggestions that are intended to help the Department comply with the intent of this ruling (see Addendum, Tab 5). One possible change in the psychological screening program proposed to Peoria is that the psychological can be split into to parts: (1) a pre-offer suitability screening that deals only with non-medical traits and characteristics necessary for successful job performance; and (2) a post-offer stability screening that focuses on medical/psychopathological issues. Both pre and post offer psychological phases can be conducted within the time constraints of the RFP. Because a significant proportion of applicants will not be extended a COE after the pre offer psychological suitability screening, it is expected that the net cost of the bifurcated process will be equal, or less expensive, than the traditional post offer psychological screening originally proposed. . Our proposed Fee Schedule has been amended accordingly to include all options available to the City.

Although the Department is still free to follow our original proposal and send applicants who have survived pre offer background screening directly to the post offer psychological screening, the Addendum (Tab 5) describes an alternative model that complies with the Ninth Circuit Decision, and may be more efficient and cost effective.

Please contact me if you have any questions.



Michael D. Roberts, Ph.D.  
President, LEPS

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**PROPOSAL TO PROVIDE  
PRE-EMPLOYMENT  
PSYCHOLOGICAL SCREENING  
OF PUBLIC SAFETY CANDIDATES  
FOR THE  
CITY OF PEORIA**

**Purchasing No. P05-0107**

**Prepared by**

**LAW ENFORCEMENT PSYCHOLOGICAL SERVICES, INC.**

**In conjunction with  
Jeni McCutcheon, Psy.D**

TABLE OF CONTENTS  
PROPOSAL TO PROVIDE PRE-EMPLOYMENT PSYCHOLOGICAL  
SCREENING OF PUBLIC SAFETY CANDIDATES

**Tab 1 – Capabilities and Experience of the Examiner(s)**

- (a) Describe examiner(s) experience performing similar services to other public safety agencies. \_\_\_\_\_ 1
- (b) Describe the substantive and applied experience of each proposed examiner, specifically related to the Examiner Requirements section.
- A. Minimum substantive experience \_\_\_\_\_ 2
- B. Minimum applied experience \_\_\_\_\_ 2

**Tab 2. – Plan and Methods to Accomplish the Scope of Work**

- (a) Describe procedures, methods, instruments, rationale \_\_\_\_\_ 5
- (b) Describe how the offeror proposes to meet each of the Examiner Performance Expectations as described in the Scope of Work:
- A. Examiner Competence \_\_\_\_\_ 17
- B. Evaluation & Evaluation Process \_\_\_\_\_ 17
- C. Communication of Results \_\_\_\_\_ 18
- D. Accountability \_\_\_\_\_ 19

**Tab 3. Fee Schedule - Amended** \_\_\_\_\_ 22

**Tab 4. Additional Data**

- (a) References \_\_\_\_\_ 24

**Tab 5. Addendum**

Suggested Modifications to comply with 9<sup>th</sup> Circuit Court's Leonel decision

**Our proposal will be organized as put forth in Section V of the Solicitation.. The Solicitation requirement will be restated in boldface, italic, followed by our proposed plan to meet that requirement.**

**Tab 1 – RFP Section V (1) Capabilities and Experience of the Examiner(s)**  
***(a) Describe examiner(s) experience performing similar services to other public safety agencies.***

**Law Enforcement Psychological Services, Inc. (LEPS)** was incorporated as a for-profit professional corporation by Dr. Michael Roberts in California in 1978 after operating as a sole proprietorship for the previous six years.

During our thirty-three years of practice in this field we have established a reputation for developing long term, highly respected relationships with our police and public safety clients. We have fostered these relationships by providing professional staff, assessment methods, and procedural techniques that define the state of the art in the police and public safety selection field. Our primary practice area is in the entry-level psychological assessment of applicants to public safety positions including sworn law enforcement officer, corrections officer, probation officer, juvenile hall counselor, communications dispatcher, and firefighter. Our experience in providing psychological screening services to over seventy agencies across the country, and for a wide variety of job classifications, has taught us that *although the goals and objectives for most screening programs are very similar, each agency has unique issues and concerns that must be addressed by a psychological screening provider.*

A central feature of our proposal to provide psychological screening services to the City includes the involvement of our Phoenix area based colleague, Dr. Jeni McCutcheon. Dr. McCutcheon's office is located at 10211 N. 32nd St, Suite F-3, Phoenix, AZ, telephone (480) 342-8666. Dr. McCutcheon has been a licensed psychologist since 2001, in private practice since 2001 and conducting pre-employment evaluations for public safety positions since 1999. She has provided psychological screening or other services for a number of Arizona law enforcement agencies including the Maricopa County Sheriff's Office, the cities of Mesa, Phoenix, Scottsdale, the Arizona Department of Public Safety, the Arizona Department of Corrections and others. The blending of resources between our national firm together with Dr. McCutcheon's local presence permits the agency to take advantage of the extensive norms, validity data and screening expertise developed by LEPS for police, firefighter and dispatcher job categories, yet retain the convenience of a resident expert who can provide interviewing flexibility and local knowledge that is critical to the delivery of an excellent screening service.

Our firm has a successful track record of partnering with regional providers in order to serve a number of agencies across the United States including: the New

York State Police and New York State Department of Corrections; Chicago Police Department; the Oakland (CA) Police Department; the Seattle (WA) Police Department, and the Washington D.C. Metropolitan Police and Fire Departments.

**Michael Roberts, Ph.D., ABPP** received his doctorate in clinical psychology from the University of Connecticut at Storrs in 1971. In the thirty-four years Dr. Roberts has been active in the law enforcement field as a psychologist, he has made contributions to both psychology and law enforcement that have received national recognition. Specific contributions include: co-design of the San Jose Model Field Training and Evaluation Program; the formulation of standards for psychological selection of law enforcement officers - presented in an FBI course for police administrators (National Executive Institute) between 1978 and 1995; post-trauma debriefing programs for law enforcement officers; special unit (SWAT, etc.) selection techniques; and research on entry-level selection, casualty officers, the Field Training Program, and adverse impact issues. These contributions have resulted in recognition by the law enforcement profession including awards from the International Association of Chiefs of Police and the Federal Bureau of Investigation. Dr. Roberts' efforts have also been recognized by the psychology profession by his election to Fellow status in Clinical Psychology by the American Psychological Association, and the status of Diplomate in Clinical Psychology by the American Board of Professional Psychology. Dr. Roberts has been conducting pre-employment screening since 1972. In the 33 years of screening practice he has personally interviewed over 25,000 applicants from over 75 agencies, including every police and public safety position. He has ridden with officers on patrol for over 1,000 hours, and has conducted site visits at a number of state and local corrections facilities. Dr. Roberts is a Fellow of the American Psychological Association; the Police and Public Safety Section of Division 18 of the APA; the Society of Personality Assessment; and the International Association of Chiefs of Police Psychological Services Section, as well as other professional associations. He is a licensed psychologist in five states.

**(b) Describe the substantive and applied experience of each proposed examiner, specifically related to the Examiner Requirements Section III.**

**A. Minimum substantive experience**

**B. Minimum applied experience**

If LEPS, Inc. is selected as the vendor for psychological evaluations for the City of Peoria, Drs. Michael Roberts and Jeni McCutcheon will be the principal contacts for administration of the contract, and Dr. McCutcheon will be the local provider of services under the contract. In addition to Dr. McCutcheon, LEPS

City of Peoria  
SOQ No. P05-0107  
July 21, 2005

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proposes to use one of our other psychologists when the applicant volume makes traveling to Peoria cost effective. In the event 10 or more applicants are available for interviews, either Dr. Rick Jeffrey or Dr. Rand Lenhart can be brought in from other LEPS sites.

Each of our doctoral level psychologists has completed academic training and supervised clinical work in the use of psychological tests for the diagnosis and treatment of mental disorders. All of our psychologists hold active professional licenses in at least one state indicating that they comply with the requirement to meet at least the minimum continuing education each licensing period. In addition, each psychologist comes to this contract with extensive practical experience conducting psychological screening for police, fire and communications dispatch positions. Presented in the following page is a summary table presenting the credentials and experience level of the professional staff available for the City of Peoria project. Full resumes will be provided on request.

City of Peoria  
 SOQ No. P05-0107  
 July 21, 2005

Name	Degree	Field of Study	Police/Public Safety Selection Experience	Number of Law Enforcement Evaluations	Professional License(s)
Michael D. Roberts	Ph.D.	Clinical Psychology	1978-present	25,000	NY(#009431-1), CA (PSY-4042), IL(071-004608), OR(#985), VA#0810002287)
Jeni McCutcheon	Psy.D.	Clinical Psychology	2000 – present	3,500	AZ #3464
Rand E. Lenhart	Ph.D.	Clinical Psychology	1989 – present	20,000 (police, fire services and dispatch)	CA#PSY10654 AK#397 UT#331542-2501 NY#8967-1
Richard Jeffrey	Ph.D.	Clinical Psychology	1998 – present	5,000 (police, fire services and dispatch)	WDC#PSY1852 MD#652447 CA#PSY18738 AK#528; VA#0810002657

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Law Enforcement Psychological Services, Inc. (408) 356-9696

**Tab 2. –RFP V (2) Plan and Methods to Accomplish the Scope of Work**

***(a) Describe procedures, methods, instruments, rationale...as described in the Evaluation and Evaluation Process Section. [Solicitation Section IV (B)]***

B1. It is our standard practice to provide each candidate with “Disclosure and Release” forms that clarify the goals and objectives of the evaluation, and the applicant’s legal rights in the process. **“Note: To comply with the RFP space limitation supporting documentation was not appended to this proposal. Upon request we will provide copies of all protocols to be used in the program along with samples of all special screening reports, forms, and questionnaires used in our process.”**

B2. LEPS, Inc. uses only current, updated and authorized versions and scoring options, and we have developed the most extensive and job specific norms of any provider in the country.

B3. Our test and evaluation process is designed to produce inter-rater reliability. The tests, history questionnaires and interview data are evaluated using a set of decision rules that enhance reliability.

B4. Our evaluation process involves a review of each applicant’s psychological testing and behavioral history – derived from our own questionnaires and from departmentally provided polygraph and/or background reports – prior to the face-to-face interview.

B5. Our process involves scheduling each applicant for a minimum 40 minute face-to-face psychological interview to review the test and behavioral history information. Our firm uses as structured interview format that is designed to address each element of our “Psychologist’s Rating Form (PRF).” This PRF (see Section 5 of this proposal) serves as a framework or template for the psychologist’s report to the agency, and includes all the job relevant domains listed in the RFP’s “Psychological Selection Criteria.” This personal contact with the applicant also provides the applicant the opportunity to correct errors in self-reported data, or to offer explanations or elaborations about behavior that is a concern to the psychologist. Applicants with a problem-free history may not require the scheduled 40 minutes, but any applicant who receives a failing recommendation will have received at least the minimum scheduled interview time.

B6. Although our psychologists routinely integrate data from all relevant sources (tests, self-reported behavioral history, interview observations, departmental polygraph and/or background) when evaluating suitability, we are responsive to

new data that was not considered by the psychologist at the time of the interview. In the event of equivocal findings Dr. Roberts serves as a peer reviewer and final arbiter of the recommendation. We are committed to work with each department to clarify that the job dimensions we consider important for the job are also regarded as "essential" by department representatives. If the department representatives are willing to participate we will ask them to evaluate our rating dimensions for their specific job categories, which will help insure that our suitability ratings are consistent with actual job performance requirements in Peoria.

#### Specific Measures and Procedures to be Used to Accomplish the Scope of Work

Our experience screening applicants to the various positions included in this Solicitation supports a decision to use the same testing, questionnaire and interview procedures for each public safety job class. The job functions that are unique to the different public safety positions will be reflected in our Psychologist's Rating Form (Appendix A) that will be submitted to each department for approval.

As part of the evaluation of each applicant, we administer the following psychological tests and other written instruments: the California Psychological Inventory (CPI-434), the Personality Assessment Inventory (PAI), the State-Trait Anger Expression Inventory (STAXI), the Psychological History Questionnaire (PsyQ), the Wonderlic Personnel Test, the Post-Offer Supplemental Psychological History Questionnaire, and the Psychotherapy Release Forms. We have devised specialized Police and Public Safety Selection Reports for the first four of these instruments, designed specifically for the purpose of evaluating applicants for entry level police and other public safety positions. Each of these instruments is described separately, below.

It is noteworthy that our firm creates a digital database of all applicant test data as a byproduct of the routine scanning and scoring process. This scanner-to-database process is unique to our firm and permits us to conduct real-time adverse impact research, simplify job outcome research, create local norms for tests used, reproduce lost or misplaced reports, and maintain a permanent test data archive for our client agencies.

#### The California Psychological Inventory (CPI-434)

The CPI 434 is a self-report questionnaire designed to measure normal-range human behavior. It consists of 434 true/false items representing concepts -- such as Tolerance, Responsibility, Integrity, Empathy, and Self-Control -- that are commonly used to describe and understand human behavior. The CPI has over 50 years of validity research published in peer-reviewed journals.

We use the CPI-434 to assess general personality functioning including psychological traits and characteristics that are linked to job performance as a public safety officer. Nationwide, public safety screening psychologists choose the CPI more frequently than any other test to assess general personality functioning.

Our "Police and Public Safety Selection Report" based on the CPI makes this test even more valuable as a screening tool. The CPI Police and Public Safety Selection Report is a specialized report designed to be used by licensed psychologists in conducting psychological evaluations of applicants for police and other public safety positions. This special report, which is based on a normative sample of more than 50,000 public safety job applicants, supplements the basic CPI-434 instrument and its interpretive lore with a number of innovative features designed to improve the accuracy and fairness of employment screening decisions in the public safety field. These features include the following:

- CPI Risk statements that estimate the likelihood that the applicant will demonstrate specific selection relevant problems (e.g., in anger management or job performance), be rated by experienced screening psychologists as poorly suited, or if hired, the likelihood that they will be involuntarily separated from employment. (see Section 5 Attachments, CPI Cover Page)
- Job Specific CPI scale profiles based on norms from incumbent employees in the same job class as the applicant (e.g., over 10,000 incumbent police officers, hundreds of firefighters and communications dispatchers, thousands of corrections officers, etc.), which allow the current applicant's test scores to be compared to those of previous applicants who were subsequently hired and have successfully held the same job that the applicant is applying for, and are in good standing with the agency. (see Section 5 Attachments, CPI page 2)
- CPI scale profiles based on norms for public safety job applicants with the same gender and ethnicity as the current applicant, which allow the psychologist evaluating the applicant to rule out pertinent ethnic and gender determinants of scale scores, as required by Title VII. (Ethnic group norms are based on samples of 32,212 Caucasians, 7,341 African Americans, 5,753 Hispanics, and 3,291 Asians.). Since we do not use these normative profiles for the selection decision, but rather to rule out a pattern of ethnic or gender bias, there is no violation of the 1991 Civil Rights Act prohibiting separate cutoffs for different groups.
- A list of individual selection-relevant or "critical" CPI items endorsed by the applicant, indicating responses identified by a panel of expert psychologists,

and by a research study on officer performance that may be indicators of possible job performance problems. Sample item endorsements considered "selection relevant" are re-printed in the CPI-434 report. (see Section 5 Attachments, page 6)

- A summary list of CPI-434 scales for which the applicant's scores are favorable or unfavorable indicators of the applicant's likely performance on specific job functions or job problem areas, based on a research study involving confidential supervisory ratings of post-probationary job performance and problems. (see Section 5 Attachments, page 7)

It is noteworthy that the special features of our CPI Selection Report have been recently validated by Dr. Gary Fischler, a screening psychologist independent of our firm. Dr. Fischler's research was funded by the U.S. Department of Justice Community Oriented Policing Services (COPS) and involved examining the predictive ability of psychological tests using post-probationary disciplinary actions as integrity criteria. This 2005 research project ("Identifying Psychological Predictors of Police Officer Integrity Problems") supported the superior predictive ability of our Report's prediction equations when compared to conventional community-norm based test results.

The CPI-434 is published by Consulting Psychologists Press, 3803 E. Bayshore Road, Palo Alto, CA 94303

#### The Personality Assessment Inventory (PAI)

The PAI is a self-report questionnaire designed to evaluate personality and psychopathology. It consists of 344 items that are answered on a four-alternative scale, with response options False, Slightly True, Mainly True, and Very True. These items are used to construct 22 non-overlapping full scales: four validity, 11 clinical, five treatment consideration, and 2 interpersonal scales. Ten of the full scales contain conceptually derived subscales that facilitate interpretation of the clinical constructs. Like the CPI-434, the PAI has been used to screen tens of thousands of police and public safety applicants.

We use the PAI to assess the emotional stability of the applicant, in order to screen out applicants who display job-relevant psychopathology.

In order to enhance the usefulness of the PAI, we have developed the PAI Police and Public Safety Selection Report, which is a specialized report designed to be used by licensed psychologists in conducting psychological evaluations of applicants for police and other public safety positions. This special report, which is based on a normative sample of more than 18,000 public safety job applicants, supplements the basic PAI report with a number of innovative features designed

specifically to help make employment screening decisions in the public safety field. A copy of the PAI Police and Public Safety Selection Report is in Appendix C. These features -- which are similar to the features of the CPI Police and Public Safety Selection Report -- include the following:

- Risk statements that estimate the likelihood that the applicant will demonstrate specific selection relevant problems (e.g., in anger management Problems or job performance), be rated by experienced psychologists as poorly suited, or be involuntary separated from employment.
- PAI scale profiles based on norms for incumbent police officers, which allow the current applicant's test scores to be compared to those of previous applicants who were subsequently hired and have successfully held the job that the applicant is applying for.
- PAI scale profiles based on norms for public safety job applicants with the same gender and ethnicity as the current applicant, which allow the psychologist evaluating the applicant to rule out pertinent ethnic and gender determinants of scale scores. (This feature of our PAI report is particularly valuable because of the critical attention directed at the other major test of psychopathology, the MMPI-2, by researchers who have noted disparate scores by African-Americans on that test.) (see Appendix C, page 4)
- A list of individual "selection-relevant" PAI items endorsed by the applicant, indicating responses identified by a panel of expert psychologists that may be indicators of possible job performance problems. Sample item endorsements considered "selection relevant" are re-printed in the PAI report in Appendix C, pages 6, 7).

The PAI is similar to the Minnesota Multiphasic Personality Inventory (the MMPI-2), which is also frequently used in law enforcement selection to assess the emotional stability of applicants. Until 1995, we used the MMPI-2 for this purpose. We changed to the PAI because of our concerns that the MMPI-2 resulted in a negative impact against Hispanic and black applicants.

Our decision to switch from the MMPI-2 to the PAI is consistent with the guidance provided by the EEOC and the American Psychological Association's Standards for the Use of Psychological Tests. They both advise that if a test or scale adversely affects a protected class, especially if validity data is lacking, the appropriate action is to seek another instrument that achieves the same goal, and does not exhibit the adverse impact.

The PAI is published by Psychological Assessment Resources, Inc., P.O. Box 998, Odessa, FL 33556.

**PAI versus MMPI-2: Some of the obvious advantages of the PAI, particularly our "Police and Public Safety Selection Report" based on the PAI, when compared to the MMPI-2:**

- (1) The PAI is 40% shorter (567 vs. 344 items), so it takes the applicant much less time (1 hour is typical for the PAI; almost 2 hours for the MMPI-2)
- (2) The PAI uses multi-response options (Not True, Somewhat True, Moderately True, Very True), while the MMPI-2 requires a "True" or "False" endorsement. Applicants find the PAI easier to respond to, and the graded response option of the PAI minimizes outright denial of "obvious" negative content
- (3) The items comprising each scale of the PAI are not repeated in different scales so the content of each scale is specific and independent of other scales. The MMPI-2 uses the same questions in different scales which results in lack of specificity in primary scales that leads to ambiguity during interpretation.
- (4) The PAI items are all "obvious" in content rather than a blend of obvious and subtle in the MMPI-2. It is well documented that "obvious" item content results in better validity for the PAI when compared to the standard, blended scales of the MMPI-2.
- (5) The PAI items are written at the 4th grade level which makes the questions more easily comprehended than the MMPI-2's 8th grade language level, and that is helpful in a job applicant population, some of whom may be bilingual or not so academically prepared.
- (6) Our PAI Selection Report provides testing profiles based on both Community norms and police officer Incumbent norms (which compare the applicant's test scores to those produced by applicants who were screened with the same tests, were hired and have successfully completed one or more years of police service and are in good standing with the department). These Incumbent norms permit an "apples-to-apples" comparison of today's applicant to previous applicants who took the test under similar situational demands. The MMPI-2 norms, by contrast, are based on paid volunteers who were much more educated than most police applicants. Also, our Incumbent norms are based on over 10,000 incumbent police officers, not like the MMPI-2's 2,500 paid volunteers who were not applying for a job and were definitely not as diverse ethnically as our urban police applicant populations.
- (7) Our PAI Selection Report "Risk Statements" provide a simple but powerful means for the psychologist to focus their interview on job relevant areas of the applicant's behavioral history (e.g., Anger Management, Job Problems, etc.).

This special feature is much more powerful than expecting psychologists to make a logical leap from a test score to possible job relevant problem behaviors.

(8) Our PAI Selection Report Critical Item section prints each endorsement made by an applicant that contributed to an elevation on the clinical scales, including the percent of police applicants endorsing that same item the same way. Since the Critical Item section is not limited to items with pathological content, as is the case with the MMPI-2, the interviewing psychologist has a rich source of follow-up questions for most applicants.

(9) An important feature of our PAI Selection Report "Applicant Comparison Profiles," which are based on comparisons of an applicant's scale scores to the norms of Incumbent officers (as described in #6 above) is that relatively small differences in total number of item endorsements results in noticeable "spikes" on scales. These spikes draw the attention of the screening psychologist to the scale, and the items endorsed that caused the spike. This is a major difference between the PAI with our Selection Report and the MMPI-2 profile. Although both tests demonstrate meaningful correlations between their scale scores and pre-hire behavioral history and post-hire job performance; the difference is that the psychologist using the MMPI-2 never "sees" an elevation on an important MMPI-2 scale because the Community norms they use make even problematic applicants look "normal." Problem applicants simply aren't on the radar.

#### The State-Trait Anger Expression Inventory (STAXI)

The State-Trait Anger Expression Inventory (STAXI) is a self-report questionnaire that focuses on anger expression. It measures both the current (or state) anger of the applicant, and the generally characteristic (trait) anger level. It consists of 69 items that reflect anger-related behaviors, and which are answered on a four-alternative scale reflecting the frequency of exhibiting these behaviors: almost always, often, sometimes, and almost never.

We use the STAXI because it reflects law enforcement job requirements such as emotional self-control, interpersonal skill, and teamwork.

In order to enhance the usefulness of the STAXI, we have developed The STAXI Police and Public Safety Selection Report, which is a specialized report designed to be used by licensed psychologists in conducting psychological evaluations of applicants for police and other public safety positions. The principal purpose of the report is to help the evaluator assess tendencies toward anger that may be relevant to performance as a public safety officer.

This special report, which is based on a normative sample of more than 10,000 public safety job applicants, supplements the basic STAXI report with T scores based on norms for public safety job applicants, which allow the applicant's test scores to be compared to those of other public safety applicants. It also contains a list of individual item responses made by the applicant that indicate anger, accompanied with a frequency distribution of responses to these same items among all police and public safety applicants. (see Appendix D)

The STAXI is published by Psychological Assessment Resources, Inc., P.O. Box 998, Odessa, FL 33556.

The Wonderlic Personnel Test (WPT): Optional, at request of agency

The Wonderlic Personnel Test (WPT) is a timed, 12-minute test of problem solving ability that provides an accurate index of which applicants will require remedial attention during the Academy and Field Training Officer Program. Our psychologists do not use the Wonderlic information as the basis of a negative employment recommendation; however, they are instructed to provide feedback to the Department, in both the narrative report and during other communication with personnel managers so that the hiring authority can consider that information along with other data when making the selection decision. Any concerns about an applicant's problem solving ability will be reflected in lower ratings on the Psychologist's Rating Form, dimensions "Learning/Job Knowledge" and "Judgment and Decision Making." (see Appendix A)

The Wonderlic Personnel Test is published by Wonderlic, Inc., 1795 Butterfield Road, Libertyville, IL 60048.

Objectives of the Behavioral History Questions in our Process

Although behavioral history information is primarily used to corroborate concerns about an applicant's traits and characteristics that may interfere with the safe and effective performance of essential job functions, there is an important collateral reason for many of the questions asked on the questionnaires and during the interview. Specifically, our job outcome research has revealed that while only about 5% of officers are terminated for cause (not counting academic and performance failures), the reasons for these involuntary departures seem to represent a pattern of behavior that often existed prior to employment in public safety work. For example, the termination reasons seem to represent a cluster of negative behavior including anger management problems, sexual impropriety, integrity lapses, and alcohol and drug use/abuse. The post-termination "autopsy" of terminated officers' background and psychological records often reveals a

clear pre-hire history of these problem behaviors. For this reason we have included specific questions that help us identify applicants who present a higher risk of being fired for cause. For example, in addition to questions about "the number of fights since age 18" used to assess anger management problems, we also include questions about "striking a spouse or romantic partner," "restraining orders," "arguments at work where voices are raised or profanity is used," and "threats or acts of violence at work." Similarly, to address sexual impropriety we have included questions about "allegations of forced sexual contact," "date rape," "accessing child pornography on the internet," and "sexual behavior while at work." These questions are included in the standardized questionnaires listed below. **Upon request we will provide copies of all protocols to be used in the program along with samples of all special screening reports, forms, and questionnaires.** In addition, the combinations of test, behavioral history and interview questions our process includes to identify applicants who display: a pre-hire history of discriminatory behavior toward women, ethnic minorities and other protected groups; anger management/domestic violence; illegal sexual behavior, will be provided on request.

#### The Psychological History Questionnaire (PsyQ)

The Psychological History Questionnaire (PsyQ) is a self-report questionnaire that provides life history information that is pertinent to the evaluation of applicants for public safety positions. The PsyQ contains 282 questions in 14 topic areas (Education, Employment, Military Experience, Law Enforcement Experience, Driving Record, Financial History, Legal History, Substance Use, General Information, Developmental History, Adult Relationships, Parental Responsibilities, Psychological Treatment and Evaluation History, and Job Relevant Sexual History). Questions contain a varying number of response options, as required to reflect the full range of relevant responses to each question. An earlier version of this instrument designed for background investigators, the Personal History Questionnaire, was developed with funding and technical assistance from the California Highway Patrol.

The PsyQ report summarizes the information from the questionnaire in a concise, well-organized format, which is intended to be a structured format for the psychologist in conducting an interview with the applicant. The report begins with a Problem Profile page that lists significant responses in two categories -- "critical" and "serious" -- in order to highlight major problems in an applicant's background. (The designation of what is a "critical" or "serious" response is based upon the consensus opinion of police and public safety hiring authorities, psychologists with selection expertise, and a review of how that classification would impact protected classes.) The PsyQ report then lists the responses to each question in the questionnaire, with arrows indicating selected responses

that the psychologist should be sure to verify with the applicant during the interview. The report also suggests additional questions that the psychologist should ask during the interview in order to supplement information provided by the applicant's responses to PsyQ questions. (For example, if the applicant indicates that he has had personality conflicts with a peer or supervisor at work, the report will suggest that the psychologist require that the applicant provide additional details about these conflicts.) A copy of the PsyQ-based Psychological Structured Interview Report will be provided on request.

We use the PsyQ in order to determine the extent to which the findings from psychological testing are corroborated by the actual pre-hire behavior of the applicant. Note that if a polygraph is included in the screening process the applicants are generally honest. The structured interview produced by the PsyQ report increases the screening psychologist's consistency as they review the same life history domains for each applicant in the selection pool. Further, this procedure reduces the risk that important life events or negative behavioral admissions will be "overlooked" or "left out" during the sometimes hectic pace of applicant processing.

The PsyQ's digital record permits examination of the response rate to each item by different groups of applicants, identifying any pattern of negative impact on protected classes. Our firm has conducted an exhaustive review of most PsyQ items using a national law enforcement sample of over 50,000 applicants. Based on our analyses there does not appear to be any adverse impact for any of our questions, and they exhibit strong associations with other background-relevant data. Samples of the data extracted from our larger report prepared for the U.S. Justice Department's study of building integrity in police agencies will be provided on request.

The PsyQ is published by Johnson, Roberts, and Associates, Inc., 6664 Colton Blvd., Oakland, CA 94611.

#### The Post-Offer Supplemental Psychological History Questionnaire

The Post-Offer Supplemental Psychological History Questionnaire requires the applicant to report, in his or her own handwriting, any job terminations, contact with mental health professionals, rehabilitation for alcohol or drug abuse, history of illegal drug use or abuse, arrest/conviction history, and restraining orders against him (or her) for threats of violence or actual violence at work or in his domestic behavior. Applicants must certify that they understand any substantive falsification may result in rejection or dismissal.

We use this supplemental questionnaire to obtain necessary details about aspects of an applicant's life history that have been shown to be particularly problematic for public safety officers. The handwritten format helps to avoid rationalizations by applicants that they "made a mistake" responding to the computer-scanned forms dealing with the same behaviors.

The Post-Offer Supplemental Psychological History Questionnaire was developed by LEPS, and is used exclusively by our firm. A copy of this instrument will be provided on request.

### The Psychotherapy Release Form

The Psychotherapy Release Form is administered to those applicants who report psychological problems requiring professional treatment or rehabilitation (which is about 10% of the applicant pool). The applicant and his or her treating professional are required to respond to specific questions that allow us to determine whether or not the applicant is covered by the Americans With Disabilities Act. If the applicant is deemed to be covered by the ADA our psychologist must determine if the applicant is "otherwise qualified" to perform the essential job functions of the particular job class.

In the event that the treating professional did not regard his patient (our applicant) as significantly impaired at the time of the treatment, and the applicant reports that he is currently not impaired in life or work function, and our data and impressions are consistent with that conclusion, the applicant is regarded as not covered by the ADA and may receive a negative or positive recommendation without the psychologist having to address whether or not he is "otherwise qualified", or could perform the job functions with some form of accommodation.

We use the Psychotherapy Release Form to enable us to get important details about the applicant's history of treatment for psychological problems. Taking a proactive position on this issue helps avoid litigation filed under the ADA, or at least allows us to defend our firm and our client agency more effectively in the event of litigation.

An important collateral benefit of our Therapy Release Form is that we are able to receive external verification (from the therapist) that an applicant with a history of psychological treatment has not lied about the reasons for the treatment. About 1% of applicants have been discovered, on this form, to have concealed a history of inpatient psychiatric treatment, sexual molestation of a minor, or alcohol and drug abuse.

The Psychotherapy Release Form was developed by LEPS, although we have authorized other psychologists to use it with our permission. A copy of this instrument will be provided on request.

### Evaluation Interviews

The clinical interview follows a structured format based on the self-report data provided by the applicant in the Psychological History Questionnaire (PsyQ). The interview, which is scheduled to last approximately 40-45 minutes, flows smoothly from a review of adult life behavior in nine job related domains (e.g., education, work history, legal history) to more psychologically relevant information including experiences and problems in developmental history, psychological and psychiatric history, personal relationships, spouse and child abuse, illegal sexual behavior, anger management problems, and any behavior involving sexist, racist, or other harassment actions by the applicant. The PsyQ report highlights "critical" and "serious" admissions by the applicant so that they are stressed during the interview. (As stated previously, the designation of "critical" and "serious" responses is based on the opinion of police and public safety hiring authorities, psychologists with selection expertise, and a review of how that classification would impact protected classes.) Additional interview questions for the applicant are suggested by responses to the "Post Offer Supplemental History Questionnaire" which is filled out in the applicant's own handwriting.

Each interviewing psychologist is required to ask the same core questions, which helps to improve inter-rater reliability, fairness to the applicant, and predictive accuracy. This systematic approach increases the screening psychologist's consistency and fairness because the same behavioral domains and response weightings are addressed for each applicant in the selection pool. This structured procedure also reduces the risk that important life events or negative behavioral admissions will be overlooked.

During the face-to-face interview the applicant is given an opportunity to correct or clarify any information discussed with the psychologist, particularly any admissions that are regarded as "critical" or "serious". At the end of the interview the applicant is required to sign an acknowledgement that he (or she) has told the truth, and agree that if it is later discovered that he has falsified any substantive information provided to the psychologist that he may be rejected from the process for integrity reasons, or terminated if he has already been hired.

We limit the number of applicants our psychologists are permitted to interview to a maximum of 11 per day, to prevent fatigue and substandard work quality. Each interview is scheduled for 40-45 minutes, but some applicants require somewhat more time or less time depending upon the complexity of their behavioral history.

### Evaluation Results

We will provide bottom-line psychological suitability ratings of Pass or Fail, as required by the City of Peoria.

Since it is not possible to conduct job outcome validity studies on psychological ratings when only applicants rated "Pass" are hired, we propose to continue our practice of internally ranking the "Pass" applicants as "A" (no anticipated problems), "B" (minor, stylistic problems); "C" (minor problems that can be corrected with training and supervision); "C-" (marginally suited, may not benefit from remedial training). These rankings have no adverse impact and because they do demonstrate predictive accuracy about which applicants perform well they help us defend the process from external criticism. These internal rankings can be used to verify that our recommendations provide "added value" to the screening process, but because they are retained internally will not conflict with the City's desire for a bottom-line "Pass" or "Fail" recommendation.

***(b) Describe how the offeror proposes to meet each of the Examiner Performance Expectations (Solicitation Section IVA-D) as described in the Scope of Work.***

#### ***Solicitation Section IV(A). Examiner Competence***

Selection criteria used by our firm have been examined for compliance with: the professional and ethical standards of the American Psychological Association (APA); the principles for the validation and use of personnel selection procedures established by the Society for Industrial and Organizational Psychology; the International Chiefs of Police Psychological Services' standards; the standards for education and psychological testing set forth by the APA; the Federal, State and local laws; and to conform to the copyright requirements of the test instruments used in the process.

#### ***Solicitation Section IV(B) Evaluation & Evaluation Process***

We understand and agree to provide psychological screening services for such other job titles of the City which the City may deem appropriate. As noted above, we intend to work with managers and supervisors for each job title screened to verify that the job elements we will assess as part of our evaluation are viewed as essential for successful performance. The core job dimensions to be assessed are presented in our Psychologist's Rating Form in Appendix A.

Our methods and evaluation process were presented in detail earlier in this section of our proposal.

#### ***Solicitation Section IV (C) Communication of Results***

IV (C) 1: Dichotomous qualification rating. For each applicant screened, our psychologists prepare two written reports summarizing their findings and a bottom-line pass/fail recommendation. These reports will be provided to the designated City representative within ten business days after the evaluation interview, although verbal feedback to the authorized City representative will occur within two days.

IV (C) 2: The primary narrative report begins with a dichotomous suitability recommendation (PASS; FAIL) which is followed by a "Psychologist's Rating Form" that is a checklist summary identifying any essential job functions (e.g., Teamwork; Integrity, Emotional Self-Control) that the psychologist believes present "significant" or "moderate" problems. Our firm has adopted the recently developed California Peace Officers Standards and Training (POST) job task dimensions as the basis of our rating form. We propose to submit these job dimensions to all Peoria department to establish that they are regarded as critical to each department's job tasks by using the City's "subject matter experts" to verify that our screening objectives match the needs of each department. Finally, the report contains a narrative summary of the applicant's behavioral history presented in job relevant areas and attempts to protect private information unless it is deemed relevant to the recommendation. This hard copy narrative is retained in the applicant's psychological file. It should only be used by the Department to make the selection decision and should not be included in the applicant's permanent personnel file.

The second narrative report is a Management Summary Letter, which is limited to documenting that the applicant was psychologically tested and interviewed, and found to be either "PASS" or "FAIL" for the position. This Management Summary, which becomes part of the applicant's personnel file, documents the assessment but protects the hired officer/employee from unauthorized access to medical and other confidential information.

IV (C) 5: Records Retention. The LEPS records retention policy is in compliance with the requirements of the RFP. Our company policy has been that we retain the hard copy file of applicants who were screened but not hired, for at least five years. We understand from Solicitation that the City requirement is seven years and we will retain the hard copy records for at least seven years.

When an applicant has been hired and we are notified of that selection decision, we prefer to retain these "hired" officer files permanently because the data in them serve as the basis of our validation studies, once we receive feedback from the Department that they are currently serving as good officers, or have become casualties.

### Electronic Copy Records Retention Policy

Since 1984 we have been using scan forms to provide computer-generated reports for our major psychological tests, and the Personal History Questionnaire. The hard copy reports generated by our proprietary software are included in the files discussed above. In addition, the electronic raw data file for each applicant has been retained since 1988. In 1995 we hired programmers to create a special raw data database for all tests and questionnaires we use. The electronically stored data gathered prior to 1995 was then loaded into the LEPS Database for all of our clients. Since 1995 the raw data has been stored in the LEPS Database and is organized by social security number, name, agency, and test date. This unique capability of our firm permits us to cost-effectively conduct both normative and validity studies, as well as to reconstruct records in the event of a catastrophic loss of the hardcopy files. In addition to the electronic copy of test and questionnaire data, all narrative reports have been retained electronically since 1989.

### Solicitation Section III(D) Accountability

#### **1. Monitoring for Adverse Impact**

In any employment selection process it is important to actively avoid any practice that would adversely impact the members of any protected class. Because we are acutely aware of this issue, we have continuously monitored our psychological screening process to investigate the possibility of adverse impact. Analysis of the data collected to date has revealed no evidence of adverse impact in any aspect of the psychological screening procedure for any of our clients.

We evaluate every aspect of our process for adverse impact on a routine basis. We protect against bias in our selection program in four principal ways: (1) internal peer review of psychologists' ratings summarized in our Management Audit Matrix; (2) ongoing analysis of each psychologists' individual pattern of ratings for each group - including white males - to identify any disparate impact that cannot be justified by validated data; (3) we have benefited from the critiques of our process by some of our independent contractor psychologists who are African-American and Asian; (4) our psychological tests and questionnaires have

been subjected to thorough adverse impact analyses to rule out any negative impact from individual components of the assessment process; and (5) our selection reports incorporate "Comparison Profiles" that permit the screening psychologist to assure themselves that test variances are not due to ethnic or gender differences. From an adverse impact perspective it is clear that the rating system used by Law Enforcement Psychological Services, Inc., has no adverse impact on either ethnic minorities, or females.

We will provide to the City of Peoria Human Resource Department periodic and cumulative impact reports annually or when requested by appropriate personnel.

## **2. *On-going reciprocal feedback***

We will cooperate with the City in an ongoing reciprocal feedback in order to review results and discuss possible modifications of the process where indicated.

## **3. *Appropriateness of delegation of duties to others***

We propose that the written psychological test battery be administered by City personnel at a City facility. We will work with City representatives to insure that the psychological tests continue to be administered and proctored in conformance with ethical guidelines for group administration.

## **4. *Scheduling examinations; responding to City's request for information***

LEPS, Inc. will satisfy the time line requirements outlined in the RFP. Upon notification by City of Peoria representatives we will prepare adequate test packages for the anticipated applicant groups. On the day of the written psychological testing the psychological interview schedule will be available for each applicant to choose a date and interview time as they complete the written test battery. The completed test answer sheets and booklets will be forwarded to LEPS, Inc. for scoring, profiling and file preparation. During the scoring process the applicant's data will be entered into an applicant tracking database. The interview files will be returned to Dr. McCutcheon in time for the interviews and within the 10 business day limit. The psychologist(s) conducting face-to-face interviews will complete narrative reports within 10 days. This quick turnaround time is possible because our psychologists use laptops with LEPS report templates that enables them to complete most reports the day of the interview.

At the City's discretion individual applicants can be tested and interviewed by Dr. Lenhart in our Los Gatos, California office. We typically schedule the written

City of Peoria  
SOQ No. P05-0107  
July 21, 2005

*Law  
Enforcement  
Psychological  
Services, Inc.*

testing beginning at 8am followed by the face-to-face interview later that same afternoon.

It is important to note that for applicants who report they have had some form of psychological or psychiatric treatment, or rehabilitation for alcohol or drug abuse it is our policy to delay a final recommendation until the treating therapist/hospital returns our completed Release Form so that the interviewing psychologist can address any ADA issues, or rule out falsification by the applicant regarding the reasons for the treatment.

**Tab 3 - Fee Schedule - Amended**

**Our original proposed fee structure remains the same for applicants who are screened in the traditional post conditional offer of employment manner. That is: The per applicant rate for pre-employment examination, inclusive of all administrative costs, instrument charges, scoring charges, expenses, and professional fees for the examination and report preparation:**

Contract Year One	\$350 per applicant
Extension Year One	\$355 per applicant
Extension Year Two	\$360 per applicant
Extension Year Three	\$365 per applicant.
Extension Year Four	\$370 per applicant.

Fixed rate proposal for those applicants who take the written psychological tests but fail to show, or are otherwise disqualified, for the interview phase. This "no show fee" shall cover the costs of written examination materials and scoring fees.  
All Contract Years Not Interviewed Fee \$35 per applicant test packet

However, if the a Peoria Department decides to adopt the two-stage, or bifurcated psychological screening process, the fee schedule proposed is:

Phase 1, Pre-COE "Suitability" Screening: \$125 per applicant. No increase in fee in successive years of the contract.

Phase 2: Post-COE Psychological "Stability" screening, with interview: \$350 per applicant. Same price increases in successive years of the contract as proposed above.

- b) **Hourly rate for services not covered by the per-candidate charge: \$100 per hour for consultation services unless exempted as noted below:**

Familiarization with the City of Peoria's job specifications, both onsite meetings with managers and review of all relevant information supplied by the Departments: Initial 8 hours by Drs. McCutcheon and Roberts, no charge. However, the standard consultation fee would be charged for additional consultation services requested by the Departments over and above the initial contacts.

City of Peoria  
SOQ No. P05-0107  
July 21, 2005

*Law  
Enforcement  
Psychological  
Services, Inc.*

Trial preparation: No charge for psychologist's time. Reimbursement for reasonable travel and per diem.

Trial Testimony/Deposition: No charge for psychologist's time. Reimbursement for reasonable travel and per diem if personal appearance is required by the City.

Routine adverse impact analyses and job outcome research will be conducted at no charge to the City

**C. Provide any additional fees or charges that may apply.**

The above rates include the cost of ground freight and First Class U.S. Mail on test materials and reports. However, **any special shipping charges (overnight or air freight) will be billed to the Department unless required because of contractor's delay.**

**Tab 4 Additional Data**

**(a) References**

**1. New York State Police (Sworn officers and special units)**

**Contact: Lt. Pam Sharpe      Tel: (518) 457-6088**

We have provided psychological screening services to the New York State since 1985, evaluating over 9,000 state trooper applicants. The most recent contract budget was \$187,500. The clinical psychologists who have provided services include Dr. Roberts, Dr. William McIntyre (our Project Administrator and partner for New York contracts), and our team of 14 New York licensed doctorate level psychologists.

**2. San Francisco Police Department (Sworn officers and communications dispatchers)**

**Contact: Deputy Chief Tony Parra      Tel: (415) 734-3092**

We have provided psychological screening services to the San Francisco Police Department since 1984, evaluating over 7,000 police officer applicants. The most recent contract budget was \$120,000. It covered entry level screening of police officer applicants, police reserve applicants, and police cadet applicants, as well as numerous research projects over the last 21 years. The clinical psychologists who have provided screening services include Dr. Michael Roberts, Dr. Rand Lenhart, Dr. Debra Tong, Dr. Tom Reidy, Dr. Sandra Smith, and Dr. Richard Jeffrey, as well as others. Dr. Michael Johnson, who has been our firm's research consultant for over thirty years, has conducted the research projects job outcome before and after probation, adverse impact, job performance using supervisory ratings of post-probationary officers and special psychological test comparison profile based upon norms of successfully performing SFPD officers..

**3. Chicago Police Department**

**Contact      Sgt. John Fumo (312) 745-5259 or  
                 Commander Brad Woods (312) 745-5322**

We have provided psychological screening services to the Chicago Police Department since 1995, evaluating over 19,700 police officer applicants. We also screen communications dispatchers for CPD. The most recent contract budget was \$1,290,000. It covered entry level screening of police officer applicants. The clinical psychologists who have provided services include Dr. Michael Roberts, Dr. Tom Reidy, and our Chicago based partners Dr. Marva Dawkins and Dr. Constance Fullilove, and their staff of 10 psychologists. Dr. Michael Johnson,

City of Peoria  
SOQ No. P05-0107  
July 21, 2005

*Law  
Enforcement  
Psychological  
Services, Inc.*

who has been our firm's research consultant for over thirty years, has conducted research projects required by CPD focusing on job outcome, adverse impact, education requirements, and the development of a test scale to indicate lying about recent illegal drug use using failure of the hair drug analysis as a criterion.

**(b) Documents supporting offeror's expertise**

**We would prefer to provide several additional references who can support our expertise screening firefighter and communication dispatcher applicants.**

**Anchorage Fire Department  
Contact: Karen Hanson (907) 343-4512**

**San Jose Police Department, Communications Division  
Contact: Cameron Smith (408) 277-2387**

**Washington D.C. Fire/EMT  
Contact: B.F.C. John Harney Tel: (202) 269-7508**

**Tab 5 Addendum**

**Suggested Modifications to Existing Screening Strategies in Order to Comply with the Ninth Circuit Decision, Leonel versus American Airlines**

The recent Ninth Circuit decision (*Leonel v. American Airlines*; 9th Cir. No. 03-15890) affirmed and clarified one of the basic tenets of the Americans with Disabilities Act. This new ruling by the Court will require most police and public safety agencies to modify the way they conduct pre-employment screening. In its ruling the Court emphasized the importance of ensuring that all selection decisions based upon non-medical information are made prior to giving a conditional offer of employment. Although the court noted that "there are times when an employer cannot reasonably obtain and evaluate all non-medical information at the pre-offer stage," the separation of non-medical from medical inquiries is the objective, whenever reasonable.

If public safety employers want to avoid Leonel-inspired litigation they should examine their current selection practices, particularly the background investigation, polygraph and psychological, and consider modifying them in substantive and well-documented ways to insure that they have taken all reasonable precautions to separate non-medical from medical inquiries prior to extending the conditional offer of employment (COE).

It seems clear from the new Ninth Circuit Decision that the most important change that should be made to the typical selection process is to begin making as many non-medical background/character selection decisions as possible prior to extending the COE. Although most departments do make some rejections pre-offer, they usually limit these rejections to major offenses, such as felony convictions or "hard" drug use. After Leonel, it seems essential that public safety employers should modify their selection practices so that they conduct a comprehensive review of non-medical background information about applicants, and drop undesirable applicants from the eligibility list prior to extending the COE. Specifically, if a department would not hire an applicant because of a history of behaviors that indicate they do not have the traits and characteristics required by public safety employers (such as spouse abuse, multiple arrests, multiple job terminations, threatening co-workers, illegal sexual behavior (child porn; date rape), chronic personality conflicts with superiors, anger management problems, and a host of other non-medical character problems), then the agency should not wait until after the COE to make such inquiries, and act upon them.

For some agencies this Ninth Circuit decision requires a major shift in the order of screening procedures, particularly making sure that as many non-medical background/character rejections as possible are made prior to the post-offer

COE psychological evaluation. If the department does not reject applicants with problematic non-medical behavioral issues prior to extending the COE, then applicants sent to the psychologist will be required to divulge relatively private medical information along with non-medical "character" information to the psychologist. The end result of such a process is that many post-COE psychological rejections would be based in part upon non-medical behavioral histories. This practice may be perceived by the courts as using the post-offer psychological as a pretext for a background rejection, which is inappropriate.

**Pre-Offer Screening Strategies That Should be Considered in Order to Comply with the Ninth Circuit Decision *Leonel versus American Airlines***

[NOTE: The Leonel decision suggested providing two conditional offers of employment; one before the pre-offer non-medical background inquiry; and a second COE if they pass the non-medical background/character review, but before they are passed into the post-offer medical stage. In practice, if an employer considers extending an initial pre-offer COE to the applicant before the background/character review, it should be worded carefully (and with legal advice) to make it clear: (1) that only non-medical behavioral data will be gathered and evaluated at this stage; (2) that they must honestly and accurately provide all data requested; (3) that the department's review of their behavioral history may result in having their conditional offer rescinded, as well as being rejected from the eligibility list; (4) if they are discovered to have falsified substantive personal history data they will be rejected from the applicant processing, or from employment if already hired; and (5) it should require their signature to confirm their understanding of these conditions and affirm their consent.]

**1. Adopt one or more of the pre-COE procedures described below to establish a clear history of having made as many non-medical rejections as reasonable before subjecting applicants to the more intrusive post-COE medical procedures.**

**1(A): Pre-COE Non-Medical Background Screening Options:**

(a) Adopt the Johnson-Roberts Pre-Offer Personal History Questionnaire (PHQ) (or a "homemade" version of it) and use the behavioral data applicants provide to justify background/character rejection decisions prior to passing them on to other pre-offer screening procedures, or directly to the post-offer medical procedures. Depending upon the "cutoffs" established by the local jurisdiction, rejections vary from 15%-30%.

(b) As in (a) above, use the Johnson/Roberts Pre-Offer PHQ to gather the applicant's behavioral data, but in this case permit applicants to meet face-to-face with background investigators to clarify problematic responses ("background-lite") before removing applicants from eligibility, or alternatively, passing them on to other pre-offer screening procedures, or directly to the post-offer medical procedures.

(c) Conduct a pre-offer full-field background investigation - limited to non-medical inquiries - and make background/character rejection decisions before passing them on to other pre-offer screening procedures, or directly to the post-offer medical procedures.

(d) Conduct a pre-offer polygraph examination addressing all non-medical inquires possible at this stage and make background/character rejection decisions before passing them on to other pre-offer screening procedures, or directly to the post-offer medical procedures.

(e) Use one or more of these pre-offer background/character selection procedures in combination. Cost and/or time pressure may determine the sequence or number of pre-offer selection procedures used by a department.

**1(B): Pre-COE Non-Medical Psychological "Suitability" Screening Option:**

After the pre-offer background procedures have been utilized to make as many "character" (non-medical) rejections as possible, the department may also choose to have the psychologist address non-medical job suitability issues prior to extending the post-offer COE and exposing the applicant to the medical inquiries. This practice of "bifurcating" the psychological, or splitting it into pre offer and post offer stages, is consistent with advice given in written opinions from the EEOC. In actual practice this would involve:

(a) Administration of the CPI, STAXI and Wonderlic tests plus the pre-offer PHQ and pre-offer Supplemental History Questionnaire.

(b) A review of this non-medical "traits and characteristics" data by the psychologist, without a face-to-face interview with the applicant. The data review follows pre-determined guidelines and results in each applicant being placed into one of three risk categories:

-Low Risk: pre offer review of the applicant's traits, characteristics, and behavioral history reveals a *low* likelihood of counterproductive traits and characteristics, and a high likelihood of successful performance of required job dimensions in a safe and effective manner.

-Medium Risk: pre offer review of the applicant's traits, characteristics, and behavioral history reveals a **moderate** likelihood of counterproductive traits and characteristics, and a moderate likelihood of problems performing required job dimensions in a safe and effective manner.

- High Risk: pre offer review of the applicant's traits, characteristics, and behavioral history reveals a **high** likelihood of counterproductive traits and characteristics, and a high likelihood of problems performing required job dimensions in a safe and effective manner.

Regardless of what Risk Level the applicant has been placed in by the psychologist, the psychologist's report to the department will identify any essential job dimensions that should be further scrutinized by the background investigation unit before extending the applicant a post-offer COE and moving them to the medical stage of the screening process. Note: these risk-rankings are non-medical estimates of the likelihood that an applicant will demonstrate satisfactory performance of essential job functions, and therefore Medium and High Risk Ratings may be mitigated by new information revealed by further investigation, or by other considerations important to the hiring authority. That is, department management is free to either continue processing a Low, Medium or High risk applicant, or on the other hand, rejecting them, based on their review of all non-medical facts available at that stage of the screening process.

## **2: Post-Offer Medical Psychological "Stability" Screening Options:**

**2(A) Traditional post-offer psychological screening, after Leonel:** Once the department has met the ADA/Leonel requirement of having made pre-offer character/background rejections, they may choose to send the applicant directly to the post-offer medical screening (i.e., it is not a requirement to use the bifurcated psychological screening process described above).

NOTE: The department should send the polygraph report, and if possible the background investigation report, to the psychologist before the face-to-face interview. This procedure permits external verification of the behavioral history the applicant provides to the psychologist.

The traditional post-offer psychological screening process includes:

- (a) Administration of the CPI, STAXI, Wonderlic, PAI, PsyQ and the Post Offer Supplemental Personal History Questionnaire.

- (b) A review of this medical and non-medical information, including a face-to-face interview with the applicant. The psychologist evaluates this data and recommends that the applicant is either a Psychological Pass, or a Psychological Fail. Applicants rated a psychological Pass may also be placed into rankings (A, B, C, C-) reflecting the degree of likelihood that they will perform their duties in a safe and effective manner, if the department requests this information. The psychologist will also rate the applicant's likelihood of performing well on each of 12 job dimensions. Finally, the psychologist's report will summarize the relevant non-medical behavioral history gathered during the psychological evaluation, particularly information about lifetime illegal drug use and alcohol use or abuse that could not have been obtained prior to the COE.

It is inevitable that further background disqualifications will result from non-medical findings that are discovered during the post-offer psychological evaluations. This can occur when the disqualifying information could not reasonably have been obtained and analyzed prior to the conditional offer of employment. For example, alcohol use/abuse and lifetime illegal drug use are not addressed pre-offer due to ADA constraints, but post-offer admissions of such behavior that do not rise to a disability may nevertheless violate department standards.

**2(B) Post-Offer Psychological Screening in a Bifurcated, or Two-Step Process:** In this approach, before the applicant is given a post-offer COE and subjected to the post-offer psychological/medical screening, the department would already have: (1) made character/background rejections; and (2) evaluated the psychologist's pre-offer (step one) psychological Risk Ratings, together with supplemental character/background data, and made additional rejections based on suitability concerns linked to negative traits and characteristics.

**NOTE:** The department should send the polygraph report, and if possible the background investigation report, to the psychologist before the face-to-face interview. This procedure permits external verification of the behavioral history the applicant provides to the psychologist.

The post-offer psychological/medical screening process, following the pre-offer psychological/suitability screening, will include:

- (a) Administration of the PAI, PsyQ and the Post Offer Supplemental Personal History Questionnaire.

(b) A review of this medical and non-medical information, including a face-to-face interview with the applicant. The psychologist will evaluate this data and recommend that the applicant is either a Psychological Pass, or Psychological Fail. Applicants rated a psychological Pass will also be placed into rankings (A, B, C, C-) reflecting the degree of likelihood that they will perform their duties in a safe and effective manner. Finally, the psychologist's report will summarize the relevant non-medical behavioral history gathered during the psychological evaluation, particularly information about lifetime illegal drug use and alcohol use or abuse that could not have been obtained prior to the COE.

It is inevitable that further background disqualifications will result from non-medical findings that are discovered during the post-offer psychological evaluations. This can occur when the disqualifying information could not reasonably have been obtained and analyzed prior to the conditional offer of employment. For example, alcohol use/abuse and lifetime illegal drug use are not addressed pre-offer due to ADA constraints, but post-offer admissions of such behavior that do not rise to a disability may nevertheless violate Department standards.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

LAWENFO-01 RIME

DATE (MM/DD/YY)  
3/22/2006

PRODUCER License # #0269629 (209) 824-0490  
**Micheletti & Associates**  
 302 Cherry Lane Suite 101  
 Manteca, CA 95337

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED **Law Enforcement Psychological Services, Inc.**  
 15251 National Avenue, Suite 201  
 Los Gatos, CA 95032

INSURER A: **Maryland Casualty Company**  
 INSURER B: **Granite State Insurance Company**  
 INSURER C:  
 INSURER D:  
 INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PAS 39881751	4/1/2004	4/1/2005	EACH OCCURRENCE \$ <b>1,000,000</b>	
					FIRE DAMAGE (Any one fire) \$ <b>1,000,000</b>	
					MED EXP (Any one person) \$ <b>10,000</b>	
					PERSONAL & ADV INJURY \$ <b>1,000,000</b>	
					GENERAL AGGREGATE \$ <b>2,000,000</b>	
					PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>	
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS 39881751	4/1/2004	4/1/2005	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>	
					BODILY INJURY (Per person) \$	
					BODILY INJURY (Per accident) \$	
					PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$	
					OTHER THAN EA ACC \$	
					AGG \$	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$	
					AGGREGATE \$	
					\$	
					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 174-56-46	4/1/2004	4/1/2005	WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT \$ <b>1,000,000</b>
						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
	OTHER				E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>	

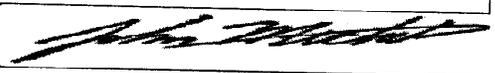
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**RE: Pre-employment Psychological Screening of Public Safety Applicants. Bid#P06-0053**  
 Certificate Holder is named Additional Insured per form# CG 20 26 11 85.\*10-Day notice of cancellation for non-payment of premium.\*

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: A

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE

City of Peoria  
 Procurement  
 8314 W. Cinnabar Street  
 Peoria, AZ 85345-



POLICY NUMBER: PAS 39881751

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

City of Peoria  
8314 W. Cinnabar Street  
Peoria, AZ 85345

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only to the extent the person or organization is held liable for your operations or premises owned by or rented to you.

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
3/28/2006PRODUCER License # #0269629 (209) 824-0490  
Micheletti & Associates  
302 Cherry Lane Suite 101  
Manteca, CA 95337

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Law Enforcement Psychological Services, Inc.  
15251 National Avenue, Suite 201  
Los Gatos, CA 95032

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Maryland Casualty Company

INSURER B: Granite State Insurance Company

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS 39881751	4/1/2005	4/1/2006	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS 39881751	4/1/2005	4/1/2006	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 151-07-27	4/1/2005	4/1/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Pre-employment Psychological Screening of Public Safety Applicants. Bid#P06-0053

Certificate Holder is named Additional Insured per form# CG 20 26 11 85.\*10-Day notice of cancellation for non-payment of premium.\*

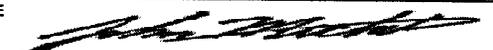
## CERTIFICATE HOLDER

City of Peoria  
Procurement  
8314 W. Cinnabar Street  
Peoria, AZ 95345-

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



POLICY NUMBER: PAS 39881751

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

City of Peoria  
8314 W. Cinnabar Street  
Peoria, AZ 85345

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only to the extent the person or organization is held liable for your operations or premises owned by or rented to you.

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# 071023

ORIGINAL



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **P06-0053** Page 1 of 1  
Description: Pre-employment Psychological Screening of  
Public Safety Candidates  
Amendment No: One (1) Date: 10/20/06

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/31/06.

**Contract Term: 1/1/07 to 12/31/07**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

*W.D.R.*  
Signature

12/1/2006  
Date

Michael D. Roberts PhD  
Typed Name and Title

Law Enforcement Psychological  
Services Inc.  
Company Name

15251 National Ave., Suite 201  
Address

Los Gatos  
City

CA  
State

95032  
Zip Code

Attested by:

*Mary Jo Kief*  
Mary Jo Kief, City Clerk

*Karen Daines*  
Karen Daines, Fire Admin Services Manager

*Lisa Hansen*  
Lisa Hansen, Mgmt Analyst

*Lisa Houg*, Contract officer

Recommended By:

*Stephen M. Kemp*  
Approved as to Form: Stephen M. Kemp, City Attorney



City Seal

CC Number

ACON 51005A

Contract Number:

Official File

The above referenced Contract Amendment is hereby Executed

*December 19*, 2006, at Peoria, Arizona.

*Herman F. Koebergen*  
Herman F. Koebergen, Materials Manager



# CONTRACT AMENDMENT

Materials Management  
Procurement  
8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

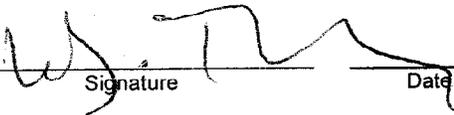
Solicitation No: **P06-0053** Page 1 of 1  
Description: Pre-employment Psychological Screening of  
Public Safety Candidates  
Amendment No: Two (2) Date: 10/17/07

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/31/07.

**Contract Term: 1/1/08 to 12/31/08**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Michael D. Roberts**  
**President, LEPS Inc.**  
Typed Name and Title

**Law Enforcement Psychological Services Inc.**  
Company Name

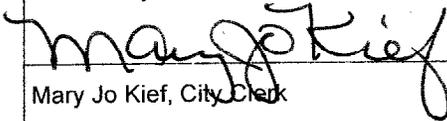
**15251 National Ave., Suite 201**  
Address

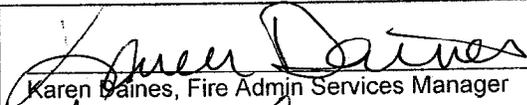
**Los Gatos**  
City

**CA**  
State

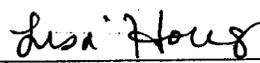
**95032**  
Zip Code

Attested by:

  
Mary Jo Kief, City Clerk

  
Karen Baines, Fire Admin Services Manager

  
Teresa Corless, Mgmt Analyst





City Seal

CC Number

**ACON 51005B**

Contract Number:

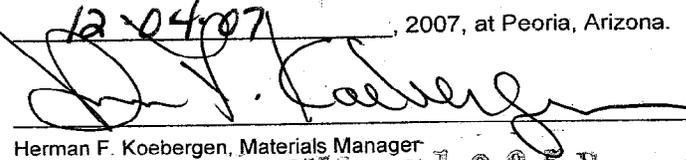
Official File

Recommended By:

**William L. Emerson, Assistant City Attorney**

Approved as to Form:  Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

**12-04-07**, 2007, at Peoria, Arizona.  
  
Herman F. Koebergen, Materials Manager

A CON 51005B



# CONTRACT AMENDMENT

Materials Management  
Procurement  
8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **P06-0053** Page 1 of 1  
Description: Pre-employment Psychological Screening of  
Public Safety Candidates  
Amendment No: Three (3) Date: 10/01/08

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/31/08.

**Contract Term: 1/1/09 to 12/31/09**

Per Contract Fee Schedule the rate for  
January through December 2009  
is \$365.00 per participant.

*Handwritten:* 10/22/08  
for

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

*Handwritten signature and date:* [Signature] 10/16/2008

Michael D. Roberts, Ph.D.  
President

Law Enforcement Psychological  
Services Inc.

Signature

Date

Typed Name and Title

Company Name

15251 National Ave., Suite 201

Los Gatos

CA

95032

Address

City

State

Zip Code

Attested by:

*Handwritten signature:* Mary Jo Kief  
Mary Jo Kief, City Clerk

*Handwritten signature:* Cathie Lutch  
Cathie Lutch, Administrative Services Manager, FIRE.

*Handwritten signature:* Teresa Corless  
Teresa Corless, Mgmt Analyst, Police.

*Handwritten signature:* Lisa Houg  
Recommended By: **Ellen Van Riper, Assistant City Attorney**

Approved as to Form: *Handwritten signature:* Stephen M. Kemp, City Attorney



City Seal

CC Number

ACON 51005C

Contract Number:

Official File

The above referenced Contract Amendment is hereby Executed

*Handwritten date:* 10/29/08, 2008, at Peoria, Arizona.

*Handwritten signature:* Herman F. Koebergen  
Herman F. Koebergen, Materials Manager

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/28/2008

PRODUCER <b>Micheletti &amp; Associates</b> 4317 Northstar Way Suite 3 Modesto, CA 95356	(209) 576-2808	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED <b>Law Enforcement Psychological Services, Inc.</b> 15251 National Avenue, Suite 201 Los Gatos, CA 95032		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:70%;">INSURERS AFFORDING COVERAGE</th> <th style="width:30%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Hartford Casualty Insurance Company</b></td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Hartford Casualty Insurance Company</b>	29424	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: <b>Hartford Casualty Insurance Company</b>	29424													
INSURER B:														
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**COVERAGES**

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INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	57SBABZ5288	4/1/2008	4/1/2009	EACH OCCURRENCE \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	57SBABZ5288	4/1/2008	4/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <small>If yes, describe under SPECIAL PROVISIONS below</small>	57WECRL6107	4/1/2008	4/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**RE: Pre-employment Psychological Screening of Public Safety Applicants. Bid#P06-0053**  
 Certificate Holder is named Additional Insured per form SS 04 49 05 93. \*10-Day notice of cancellation for non-payment of premium.\*

<b>CERTIFICATE HOLDER</b>  City of Peoria Procurement 8314 W. Cinnabar Street Peoria, AZ 95345-	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

POLICY NUMBER: 57SBABZ5288

04/01/08-04/01/09



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Additional Insured- Person- Organization

As listed on certificate

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



- ACE American Insurance Company
- ACE Insurance Company of Illinois
- Atlantic Employers Insurance Company

Psychologists'  
Professional Liability Claims Made Insurance  
Policy Declarations

*(This Policy is issued by the stock insurance company listed above. Herein called "Company".)*

BRANCH	B/A	PRODUCER NUMBER	DATE OF ISSUE	PRIOR CERTIFICATE NUMBER
		273865	04/01/2008	

## PSYCHOLOGISTS PROFESSIONAL LIABILITY CLAIMS-MADE INSURANCE POLICY

**NOTICE: THIS IS A CLAIMS-MADE POLICY, PLEASE READ THE POLICY CAREFULLY**  
PURCHASING GROUP POLICY NUMBER: 45-0002000

Item	DECLARATIONS					CERTIFICATE NUMBER: <b>58G22343683</b>					
1.	<b>Named Insured</b> <b>Law Enforcement Psychological Services Inc</b> 15251 National Ave Ste 201 ADDRESS Los Gatos, CA 95032-2400 Number & Street, Town, County, State & Zip No.)										
2.	Policy Period: 12:01 A.M. Standard Time At					From: 05/01/2008 To: 05/01/2009					
	Location of Designated Premises										
3.	COVERAGE		LIMITS OF LIABILITY				PREMIUM				
	Professional Liability		\$ 2,000,000		each incident		\$ 4,000,000		aggregate		\$ 3,062.00
											\$
											\$
4.	BUSINESS OF THE NAMED INSURED: Psychology										
5.	The Named Insured is:		<input type="checkbox"/> Sole Proprietor (including independent contractor)			<input type="checkbox"/> Partnership			<input checked="" type="checkbox"/> Corporation		
	<input type="checkbox"/> Other:										
6.	This policy shall only apply to incidents which happen on or after: a) the policy effective date shown on the Declarations; or b) the effective date of the earliest claims-made policy issued by the <b>Company</b> to which this policy is a renewal; or c) the date specified in any endorsement hereto. 02/01/1992										
7.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). 815polcov , Pol_Sep_P , PF-15215 (03/04), PF-15217 (03/04), CC-1K11E , PF-15238 (03/04), PF-15230 (03/04), PF-15241 (03/04), PF-15235 (03/04), PF-15225 (03/04), PF-15242 (03/04), PF-15252 (03/04), PF-7U49a (2/96), PF-17914										
	<b>Notice of Claim should be sent to:</b> Claims Vice President ACE USA 140 Broadway, 40 <sup>th</sup> Floor New York, NY 10005					<b>All other notices should be sent to:</b> Underwriting Vice President ACE USA 140 Broadway, 41 <sup>st</sup> Floor New York, NY 10005					
	REPRESENTATIVE:		Agent or broker: TRMS Insurance Agency Office address: 181 W Madison St Ste 2900 Chicago, IL 60602-4643 City, State, Zip: 1-877-637-9700								

# PRIOR ACTS EXTENSION ENDORSEMENT

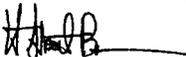
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

In consideration of the premium charged for this policy, sub-paragraph B of Section I, COVERAGE, is deleted in its entirety and replaced by:

- B. At any time prior to the policy effective date shown on the Declarations if:
- (1) Such act or omission happens on or subsequent to the "prior acts date" listed below; and
  - (2) No Insured knew or could have reasonably foreseen that such act or omission might be expected to be the basis of a Claim or suit on the effective date of this policy or the first claims-made policy issued by the Company to which this policy is a renewal, whichever is earlier.

Prior Acts Date: 02/01/1992

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

The premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.	Additional Premium \$ Return Premium \$
ENDORSEMENT NO.:	Effective: 05/01/2008
Is attached to and forms part of your evidence of insurance no.: 58G22343683	
Issued by: the Company named in the Declarations	
Insured: <u>Law Enforcement Psychological Services Inc</u>	
Date Issued: 04/01/2008	Authorized Representative: 



# CONTRACT AMENDMENT

**Materials Management Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P06-0053 Page 1 of 2  
Description: Pre-Employment Psychological Screening of Public Safety Candidates  
Amendment No: Four (4) Date: 10/07/09

Buyer: Lisa Houg

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 01/01/10 to 12/31/10. LAST YEAR OF CONTRACT.**
- B. Per the Contract Fee Schedule the new rate for 1/1/2010 through 12/31/2010 is increased to \$370.00 per participant.
- C. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
  - 3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature

10/26/2009  
Date

Michael D. Roberts, Ph.D.  
President  
Typed Name and Title

Law Enforcement Psychological Services, Inc.  
Company Name

15251 National Ave., Suite 201  
Address

Los Gatos  
City

CA  
State

95032  
Zip Code

Attested by:

Mary Jo Kief, City Clerk



CC Number

CON 51005D  
Contract Number:

Official File

City Seal

Cathie Lutch, Administrative Services Manager, Fire

Teresa Corless, Administrative Services Supervisor, Police

**Ellen Van Riper, Assistant City Attorney**

Approved as to Form: Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
November 3 2009, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P06-0053      Page 2 of 2  
Description: Pre-Employment Psychological Screening of  
Public Safety Candidates  
Amendment No: Four (4)      Date: 10/07/09

Buyer: Lisa Houg

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

- 19. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
- 32. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.



# CONTRACT AMENDMENT

**Materials Management  
Procurement**

9875 N. 85<sup>th</sup> Avenue  
Peoria, AZ 85345

Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **P06-0053** Page 1 of 1  
Description: Pre-Employment Psychological Screening of  
Public Safety Candidates  
Amendment No: Five (5) Date: 12/13/10

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/31/2010. The contract is being extended on a month-to-month basis, not to exceed three (3) months or March 31, 2011.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

  
Signature

12/13/10  
Date

Michael D. Roberts, Ph.D.  
President  
Typed Name and Title

Law Enforcement Psychological  
Services Inc.  
Company Name

15251 National Ave., Suite 201

Address

Los Gatos

City

CA

State

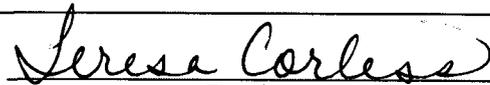
95032

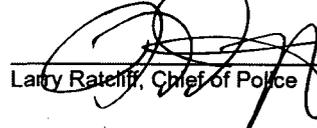
Zip Code

Attested by:

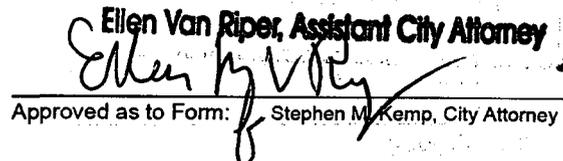


City Clerk

  
Teresa Corless, Administrative Services Supervisor, Police

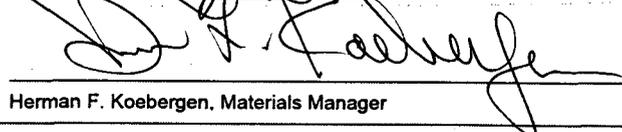
  
Larry Rateriff, Chief of Police

Ellen Van Riper, Assistant City Attorney

  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

January 13, 2011 at Peoria, Arizona.

  
Herman F. Koebergen, Materials Manager



City Seal

Official File

CC Number

ACON 51005E

Contract Number:

**ACON51005E**