



Agreement to Supply: PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS

This agreement, made and entered into this the _____ day of _____, 2009, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and Contractor:

Name: **Harley V. Stock, Ph.D., P.A., d/b/a Forensic Psychiatric and Psychological Associates of Florida**

Address: **10097 Cleary Boulevard, #300** City: **Plantation** State: **FL** Zip: **33324**

A Corporation A Partnership An Individual Other: professional corporation

authorized to do business in the State of Florida, hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did issue a Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of **two years, with three one-year extension options**, and the Contractor submitted a proposal that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: **April 7, 2009, Pur-03, CAR 09-0261**

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide to the City pre-employment psychological evaluation services during the period beginning **04/07/09** and ending **04/06/11** for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. This contract form G-110, the Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of RFP Number **195-10214** and the Contractor's proposal in response, form a part of this contract and by reference are incorporated herein.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's RFP and all addenda thereto
- 3) Contractor's proposal in response to the City's RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. Taxes Exempt: State Sales (85-8013875578C-1) and Federal Excise (59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount **MUST** appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. **Contract Summary:**

a. Attachments:

Harley V. Stock, Ph.D., P.A., d/b/a Forensic Psychiatric and Psychological Associates of Florida's response to the RFP, Addendum No. 1 issued 1/29/09 and a copy of the RFP document.

b. Payment Terms: Per RFP

c. Delivery: Per RFP

d. Insurance: Yes No

e. Performance Bond/Letter of Credit: Yes No

f. Procurement Specialist's Initials: MW

4. **Contractor's Phone Numbers:** Office: 954-452-0434

5. **Contractor's Fax Number:** 954-452-1134

6. **Contractor's E-Mail Address:** gbmi@aol.com

City of Fort Lauderdale

By: [Signature]
Director of Procurement Services (City Manager's Designee)

Date: 5/19/09

Approved as to form:
[Signature]
Senior Assistant City Attorney

Contractor/Vendor

HARLEY V. STOCK, Ph.D
Name of Company Officer (please type or print)

By: [Signature]
Authorized Officer's Signature

Title: PRESIDENT

Date: 5/11/09

Secretary (please type or print)

Attest: _____
Signature of Secretary

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted by hard copy at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: Harley V. Stock (Authorized Signature to bind company) 2-4-09 (date)

Name (printed) HARLEY V. STOCK Title: PRESIDENT

Company: (Legal Registration) FORENSIC PSYCHIATRIC AND PSYCHOLOGICAL ASSOCIATES OF FLA.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/doc/).

Address: 10097 CLEARY BLVD, #300

City PLANTATION State: FL Zip 33324

Telephone No. 954-452-0434 FAX No. 954-452-1134

E-MAIL: gbmi@aol.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): PER CONTRACT

Payment Terms (section 1.03): PER CONTRACT Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

| <u>Addendum No.</u> | <u>Date Issued</u> |
|---------------------|--------------------|
| <u>1</u> | <u>1/29/09</u> |

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.

Variances: _____

PROPOSAL PAGES PART I - FINANCIAL PROPOSAL

Item Detail Costs:

Proposer agrees to provide the following services at the prices indicated:

- A. Cost per Police Officer candidate:
\$ 250.00 X 220 evaluations = \$ 55,000.
- B. Cost per Reserve Police Officer candidate:
\$ 250.00 X 5 evaluations = \$ 1,250.
- C. Cost per Other Classification I:
(if required, complexity of evaluation similar to Police Officer)
\$ 250.00 X 2 evaluations = \$ 500.
- D. Cost per Other Classification II:
(if required, complexity of evaluation similar to Detention Officer)
\$ 250.00 X 2 evaluations = \$ 500.
- TOTAL ANNUAL COST \$ 57,250.**

The quantities shown are estimates from the previous year and current budget and may be used as a guide by the proposer. The City will use them for tabulation purposes, but makes no warranty as to the actual numbers or types of evaluations to be performed.