



REQUEST FOR PROPOSAL

2010-01S

January 5, 2010

The above number must appear on all quotations and related correspondence.

THIS IS NOT AN ORDER

**PROPOSALS ACCEPTED NO LATER THAN:
3:00 PM, TUESDAY, JANUARY 19, 2010**

**TO: Susan Shepherd, C.P.M.
Utah County Auditors Office
100 East Center, Suite 3600
Provo, UT 84606 (801) 851-8234**

UTAH COUNTY IS ACCEPTING PROPOSALS FROM QUALIFIED CONSULTANTS CAPABLE OF PROVIDING POLYGRAPH EXAMINATIONS AND RELATED SERVICES TO THE UTAH COUNTY SHERIFF'S OFFICE.

***** SEE ATTACHED SPECIFICATIONS AND REQUIREMENTS ****

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR PROPOSAL:

- **TRANSMITTAL LETTER**
- **COMPLETED DETAILED INFORMATION RESPONSE FORM (EXHIBIT B)**
- **COMPLETED SIGNATURE PAGE (EXHIBIT C)**
- **COMPLETED VENDOR CERTIFICATION FORM (EXHIBIT D)**
- **COMPLETED W-9 FORM**

PLEASE DIRECT ALL QUESTIONS TO: LT YVETTE RICE
UTAH COUNTY SHERIFF'S OFFICE
801-851-4331

PLEASE SUBMIT FIVE (5) COPIES OF YOUR PROPOSAL.

SEALED PROPOSALS SHOULD BE MAILED OR HAND DELIVERED TO: SUSAN SHEPHERD, UTAH COUNTY PURCHASING AGENT, 100 EAST CENTER, SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED PROPOSAL." PLEASE REFERENCE #10-01S ON ALL DOCUMENTS PERTAINING TO THIS PROPOSAL. ALL PROPOSALS ARE DUE ON TUESDAY, JANUARY 19, 2010. NO LATE PROPOSALS WILL BE ACCEPTED.

UTAH COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR WAIVE MINOR IRREGULARITIES WHEN TO DO SO WOULD BE IN THE BEST INTERESTS OF UTAH COUNTY. MINOR IRREGULARITIES ARE THOSE WHICH WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON OVERALL COMPETITION OR PERFORMANCE LEVELS.

SUSAN SHEPHERD, C.P.M.
PURCHASING AGENT

UTAH COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSALS

FOR

POLYGRAPH SERVICES

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 BACKGROUND

The Utah County Sheriff's Office utilizes polygraph examinations in criminal investigations, internal affairs inquiries and pre-employment selection processes. Because employees of the Sheriff's Office have access to sensitive, even protected information, and they hold positions of trust in the law enforcement community, it is imperative for the Office to hire only those applicants that are above reproach. The Administrative Services Division is responsible for conducting background investigations on potential employees to ensure that the Sheriff's Office hires only the best-qualified applicants, into positions of trust. A polygraph examination is an integral component of this investigative process. Additionally, polygraph examinations are used in conjunction with criminal investigations and internal affairs inquiries to verify the veracity of subjects' statements.

1.2 PURPOSE

Through this Request for Proposals (RFP), Utah County intends to evaluate qualified Consultants capable of providing polygraph examinations and related services to the Utah County Sheriff's Office.

1.3 RFP ORGANIZATION

Pursuant to this RFP a contract will be executed, a copy of which is attached as Exhibit A. The Contract period will be for a term of approximately 1 year, commencing when executed and terminating July 15, 2010. Utah County shall have an option, pursuant to that contract, to renew the contract for two additional one year periods, upon the same terms and conditions.

This RFP is organized into six (6) sections plus Exhibits and a signature page.

Section 1, Administrative Overview-Outlines general information on the objectives of this RFP, background information on the issuing entity, and the organizational structure of the RFP.

Section 2, Procurement Rules and Procedures-Outlines the rules and schedules for this procurement.

Section 3, Instructions for Proposal Preparation-Outlines the precise manner in which proposals must be submitted for consideration. Failure to adhere to these guidelines may result in the rejection of the proposal.

Section 4, Proposal Requirements-Outlines the inclusion requirements for consideration of proposals.

Section 5, Evaluation Procedures-Describes how proposals will be evaluated by the issuing entity.

Section 6, Terms and Conditions-Outlines certain terms and conditions under which the contract must be performed.

1.4 QUALIFICATION REQUIREMENTS

Consultants submitting proposals must meet the following minimum requirements:

- a. If doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, Consultant shall be registered with the Utah State Division of Corporations and Commercial Code.
- b. Shall be registered with the Utah Department of Regulatory Licensing.
- c. Must possess a current Detection of Deception license issue by the State of Utah and approved by the Utah State Licensing Board.
- d. Shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- e. Must be a graduate of an American Polygraph Association (APA) accredited school.
- f. Must be in good standing with the APA and the Utah Division of Occupational and Professional Licensing (DOPL).
- g. Must be an experienced deception detection examiner who has completed over 400 deception detection examinations and has been licensed or certified by the United States Government and actively conducting deception detection examinations for the past 5 years or more.
- h. Must have no record of illegal drug use, no felony criminal convictions and no conviction of any sex related crime.
- i. Must comply with all applicable local, state and federal laws and regulations.

- j. Must be accomplished at interviewing and interrogation.
- k. Must have own equipment.

1.5 DESIRED EXPERIENCE

- a. It is preferable that Consultants be current or retired police officers who are experienced in conducting criminal investigations.
- b. It is preferable that Consultants have advanced and/or specialized training with regards to interviewing and interrogation.

1.6 INDEPENDENT CONTRACTOR:

Consultant states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this Agreement is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this Agreement. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant. Consultant is not to be considered an agent or employee of Utah County for any purpose, and the employees of the Consultant are not entitled to any of the benefits that Utah County provides for County's employees. It is further understood that Consultant is free to contract for similar services to be performed for others while working under the provisions of this Agreement with Utah County.

Both parties agree that the Consultant shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Consultant shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

1.7 PLACE OF PERFORMANCE

The awarded Consultant agrees to administer polygraph examinations at Consultant's place of business. However, examinations may be performed at various sites throughout Utah County, if requested.

1.8 SCOPE OF WORK

a. The Consultant shall provide polygraph examination services to the Utah County Sheriff's Office on an "as needed" basis. Generally, services shall consist of a broad range of testing including, but not limited to:

1. Pre-employment screening for applicant selection for either sworn or non-sworn personnel
2. Internal Affairs investigations
3. Criminal investigations
4. Administrative investigations

Generally, the Consultant will conduct approximately 200 - 250 pre-employment polygraph examinations on a yearly basis. On occasion, the Utah County Sheriff's Office may require the administration of additional polygraphs during surge periods to process a high volume of applicants or to alleviate backlogs. Additionally, this may include administering tests to incarcerated individuals as well. It is understood that the nature of the examination will dictate how time intensive or involved an examination should be.

- b. Consultant shall be available to conduct examinations at all reasonable times (including weekends, holidays and other than normal business hours) within seventy-two (72) hours of any request to provide such service.
- c. Consultant shall provide an oral examination result immediately upon completion of all examinations as well as a written report within forty-eight (48) hours or two business days after the conclusion of any examination.
- d. Consultant's polygraph instrument shall be properly calibrated as prescribed by current DOPL Detection of Deception rules and regulations.
- e. The examination format shall include the following:
 1. An extensive pre-test interview
 2. The "in test" examination

3. The oral evaluation upon completion
4. A formal written report

The examination format for pre-employment applicant screening and criminal investigations may be changed to accommodate specific areas of inquiry.

- f. Any and all information obtained through the course of the performance under this contract is considered confidential. All obtained information is proprietary to the Utah County Sheriff's Office. Disclosure of any information related to any polygraph exam administered under this Agreement without written approval by the Utah County Sheriff's Office, shall be considered a violation of the terms and conditions of this contract resulting in immediate contract termination. Information obtained from criminal polygraph examinations is subject to legal rules of evidence.
- g. Consultant shall appoint an alternate examiner to conduct examinations in the event of an actual or potential conflict of interest, i.e. subject being well-known to, or related to, Consultant. Consultant shall ensure that any alternate examiner shall comply with and meet all terms, qualifications, requirements and conditions of this Agreement. Alternate examiners shall be paid according to this Agreement.
- h. Consultant shall appear and testify at any criminal, civil, and administrative hearings or court proceedings when requested to do so by Utah County.

1.9 DURATION AND QUALITY OF WORK

The duration and quality of the polygraph examinations shall meet all Utah Division of Occupational and Professional Licensing rules and standards (DOPL).

1.10 POLYGRAPH EXAMINATION RESULTS

- a. Consultant will provide to the Utah County Sheriff's Office a detailed written report regarding each specific polygraph examination including a statement of findings noting deception indicated, no deception indicated or inconclusive. The Utah County Sheriff's Office shall also be provided copies of any associated written statements made by participants. In the event of an incomplete examination, a detailed written report documenting the circumstances will be completed by the Consultant and provided to the Sheriff's Office as well.

- b. Consultant shall provide additional testing in order to obtain conclusive results, with no additional expense incurred to Utah County if requested.
- c. An official polygraph examination file will be maintained in a secure location at the Consultant's place of business. This file shall include a copy of the report and findings and other supporting documentation such as charts, questions used, audio/visual recordings, etc. The official file shall be retained as per Utah DOPL guidelines.
- d. The Utah County Sheriff's Office shall be granted access to all polygraph examination files as requested by appropriate Utah County Sheriff's Office personnel.

SECTION 2 PROCUREMENT RULES AND PROCEDURES

2.1 PROCEDURE

The Procedure for the issuance of this RFP, evaluation of proposals, and selection of a provider is as follows:

- a. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.3;
- b. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- c. The selected provider will be required to sign the contract which is attached as Exhibit A.

2.2 RULES OF PROCUREMENT

This procurement shall conform to and is governed by the Utah County Division of Purchasing, Procurement Rules and Regulations.

All proposals must be submitted in the proposal format outlined in Section 3 (Instructions for Proposal Preparation) of this RFP.

All prospective providers must meet the required criteria as of the date of submission. Respondents must provide all requested information in the Detailed Information Response Form.

Utah County has established certain requirements with respect to proposals to be

submitted by respondents. The use of “shall”, “must”, or “will”, in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

2.3 PROCUREMENT TIMETABLE

Below is the Procurement Timetable that has been established for this RFP.

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	Tuesday, January 5, 2010
Closing Date for Receipt of Proposals	Tuesday, January 19, 2010

2.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed at least 24 hours prior to the submission deadline date either by fax or telephone to:

Utah County Sheriff's Office
 Administrative Services Division
 Attention: Lt. Yvette M. Rice
 Business Hours: 9:00 a.m. to 5:00 p.m. MST
 Telephone Number: (801) 851-4331
 Fax Number: (801)851-4009

After proposals have been submitted, Utah County officials may arrange to meet with a proposed provider to further discuss related issues.

2.5 EVALUATION CRITERIA

A point evaluation system will be used to rank the proposals. Point ranges have been assigned to each category in accordance with the County’s determination of their relative importance. The evaluation components are listed below with their assigned points:

- | | |
|----------------------------------------------|------|
| a. Experience, Education and Credentials | 0-30 |
| b. Extent of Services offered | 0-30 |
| c. Cost | 0-30 |
| d. Insurance capabilities & Background Check | 0-5 |
| e. Responsiveness of Proposal | 0-5 |

SECTION 3 INSTRUCTIONS FOR PROPOSAL PREPARATION

3.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES

Each respondent must submit five (5) copies of its proposal to the Utah County Purchasing Agent. The envelope containing the proposal must be clearly labeled "PROPOSAL - POLYGRAPH SERVICES". The proposal must be delivered before 5:00 p.m. on the closing date to:

Susan Shepherd, Utah County Purchasing Agent
100 East Center, Suite 3600
Provo, Utah 84606

The proposal must include (in the following order):

- Transmittal letter describing background of respondent and the intent to participate in the contract.
- Completed Detailed Information Response Forms provided in the RFP including all requested attachments.
- Signature Page certifying that the respondent understands the terms and conditions of the RFP and intends to abide by them if awarded a contract.

3.2 PROPOSAL INCLUSION REQUIREMENTS

In order to be considered, a proposal must contain all sections as described in Subsection 3.1. Additionally, all respondents must answer all questions contained in Subsections 4.2, 4.3 and 4.4. Requested documentation relating to these forms must be attached. Responses must be on the included forms - no exceptions or substitutions will be allowed. If the respondent requires additional space, plain sheet(s) of paper may be used and attached to the form(s).

The occurrence of any of the following may result in disqualification of a respondent:

- a. Failure to respond within the established timetable.
- b. Failure to completely answer all questions on the proposal.
- c. Use of any other form or format other than those indicated in the RFP.
- d. Failure to provide requested documentation at the time of proposal submission.

- e. Illegible responses.
- f. Failure to sign and return the Signature Page.

SECTION 4 PROPOSAL REQUIREMENTS

4.1 LETTER OF TRANSMITTAL

The letter of transmittal shall be on official business letterhead. The letter of transmittal shall include:

- A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
- A statement indicating whether the respondent is a corporation or other legal entity.
- A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
- Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take the call from Utah County.
- Name and complete mailing address of the respondent along with telephone number and fax number.

4.2 DETAILED INFORMATION RESPONSE FORM

The Detailed Information Response Form attached as Exhibit B must be completed and included in the submission.

4.3 SIGNATURE PAGE

A signature page in the form attached as Exhibit C must be executed and included in the submission.

4.4 CERTIFICATE OF NON-COLLUSION

The certificate of non-collusion form attached as Exhibit D must be completed and witnessed by a notary public and included in the submission.

SECTION 5 EVALUATION PROCEDURES

This process will include, but not be limited to, proposal evaluation and verification by appropriate Utah County Sheriff's Office staff and/or its authorized representatives.

5.1 ACCEPTANCE OF PROPOSAL

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

5.2 DISPOSITION OF PROPOSALS

All proposals (and the information contained therein) shall become the property of Utah County. No proposals shall be returned to the respondent regardless of the outcome of the selection process.

All proposals will be evaluated by authorized representatives of Utah County.

SECTION 6 TERMS AND CONDITIONS

6.1 GENERAL

Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded provider.

It is vitally important that any person who signs a proposal or contract on behalf of a provider organization certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the CONSULTANT in any manner as having any legal effect whatsoever.

6.2 CONFLICT OF INTEREST

The Consultant certifies, through execution of the contract, that no person in the County's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The Consultant will not hire or subcontract with any person having such conflicting interest.

6.3 INDEMNIFICATION

Consultant shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) Consultant's, its subcontractors, agents or employees performance of the contract or their provision of any services required herein to be performed by the Consultant or its subcontractors, agents or employees, and (b) any act or omission of the Consultant, or its subcontractors, agents or employees. The Consultant shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the contract.

6.4 INSURANCE

The successful Consultant agrees to carry Commercial General and Professional Liability insurance coverage equal to or greater than \$1,000,000 per occurrence, or as modified by the risk manager pursuant to state statute during the term of this contract. This coverage shall provide liability insurance to cover the activities of Consultant including Consultant's agents, employees and subcontractors, and for all equipment and vehicles, public or private used in the performance of this contract. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder.** The Consultant shall furnish, with the proposal submission, a certificate of insurance evidencing that the Consultant has insurance coverage equal to or greater than the above stated amounts.

The Consultant shall furnish, with the proposal submission, a Certificate of Insurance to Utah County evidencing that the Consultant has Workers Compensation Insurance for the Consultant, all subcontractors, and all employees of the Consultant.

6.5 PAYMENT

- a. Utah County shall make payment to Consultant for all services performed by Consultant pursuant to this agreement. Consultant shall submit a written invoice, in duplicate, for services rendered and the County shall pay the invoiced fee within thirty (30) days after receipt of the invoice by the County.
- b. Alternate Examiner Fees. When an alternate examiner is used, the County shall make payment to Consultant for the fees of the alternate examiner according to the prices listed in this Agreement. Consultant shall submit invoices in accordance with invoicing and payment procedures previously listed in this section.
- c. Invoices shall be sent directly to the division of the Sheriff's Office originating the request for polygraph services. That division will then create a requisition for payment to Consultant for services rendered.
- d. Invoices for the Utah County Sheriff's Office shall be submitted to:

Utah County Sheriff's Office
Administrative Services Division
Attn. Lt. Yvette M. Rice
3075 N. Main Street
Spanish Fork, Utah 84660

6.6 TERMINATION

- a. This agreement may be terminated for any reason by Utah County upon thirty (30) days written notice to the Consultant, without prejudice to any other right or remedy Utah County may have.
- b. Failure of the Consultant to adhere to any of the performance requirements of this agreement shall be cause for termination.

6.7 EMPLOYMENT STATUS VERIFICATION

CONSULTANT shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONSULTANT shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

EXHIBIT B

DETAILED INFORMATION RESPONSE FORM

In order to receive full consideration, submitted proposals must contain responses to all questions. Failure to respond to all questions may result in exclusion from participating in this RFP.

COMPANY NAME & ADDRESS: _____

Is this an Office: _____, Home: _____, Other: _____
Telephone Number: (____) _____, Emergency Number: (____) _____.
Answering Machine: (____) _____, Fax Number: (____) _____.
Email Address: _____

COMPANY OWNER: _____
COMPANY PRESIDENT: _____
CONTACT PERSON: _____ Phone: _____

Doing business as: **an individual** **a partnership** **a corporation** **a limited liability company** (*mark appropriate box*), *duly organized under the laws of the State of* _____

Business License Number: _____
Applicable State of Utah Professional License Type(s) and License Number (s) _____

(Please attach copies of all applicable Professional Licenses and Certifications as listed in Section 1.4 Qualification Requirements)

Federal Tax Identification Number: _____
How long has this company been in business: _____ Years, and _____ Months.

Officers authorized to execute contracts: _____

What would happen to your company in the event of the owner's absence or death?

DETAILED INFORMATION RESPONSE FORM: PAGE 2

Is your company currently involved in arbitration or litigation for any reason? **YES** **NO**
If so, please elaborate on a separate page.

Has your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy? **YES** **NO**
If so, please provide the dates and details regarding the resolution on a separate page.

Has your company ever been listed on the Excluded Parties List System?. **YES** **NO**

Are any of the Company's owners, officers, employees or agents also employees or officers of Utah County or related to employees or officers of Utah county? **YES** **NO**

1. **Company Background.** Please provide a statement of the company's experience and qualifications to meet the requirements as outlined herein. Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the company's chief officers (include an organizational chart if possible), and where you do business. Consultants may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.

DETAILED INFORMATION RESPONSE FORM: PAGE 4

4. **Subcontracted Work.** Identify any of the work that you intend to subcontract to others and identify the proposed subcontractors and alternate examiners including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.

5. **Special Qualifications.** In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your company that may be related or helpful to the services requested herein.

6. **Proposed Approach To Project.** Please describe your proposed approach to the project to include the following:
- a. A description of the proposed approach and work plan to providing polygraph services as it relates to the project scope of services. A description of polygraph equipment to be used in the approach and work plan.
 - b. A time line to complete each of the services requested (pre-employment, internal affairs inquiries and criminal investigations).
 - c. Describe test data results and summary reports that would be provided. Include generic samples of results and reports.
 - d. A statement describing your process to ensure confidentiality and security of test data results and reports.

EXHIBIT C

SIGNATURE PAGE

I hereby certify that the information submitted by me/my company in response to this RFP, including the pricing and other information in this Proposal Response Form is true and accurate.

I understand that Utah County has the right to reject any or all proposals, to waive minor irregularities when to do so would in the best interests of Utah County.

Name of Firm _____

Print Name _____

Signature _____ Date _____

AGREEMENT NO. 2010 -

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of January, 2010, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and, _____ of _____, hereinafter referred to as **CONSULTANT**.

WITNESSETH:

WHEREAS, COUNTY, a body corporate and politic, desires to secure polygraph services for employment and investigative purposes, and further to provide such services in accordance with Utah State Law; and

WHEREAS, CONSULTANT is willing to assist in the execution of such services for COUNTY in consideration of receiving such fees as herein provided.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF WORK

In consideration of the compensation set forth in Section Three, and in accordance with the Request for Proposals for Polygraph Services, which is incorporated herein by this reference, the CONSULTANT agrees to provide the following polygraph services for the Utah County Sheriff's Office (hereinafter the Sheriff's Office) for the duration of this Agreement:

- a. The CONSULTANT shall provide polygraph examination services to the Sheriff's Office on an "as needed" basis. Generally, services shall consist of a broad range of testing including, but not limited to:

1. Pre-employment screening for applicant selection for either sworn or non-sworn personnel
2. Internal Affairs investigations
3. Criminal investigations
4. Administrative investigations

Generally, the CONSULTANT will conduct approximately 200 - 250 pre-employment polygraph examinations on a yearly basis. On occasion, the Sheriff's Office may require the administration of additional polygraphs during surge periods to process a high volume of applicants or to alleviate backlogs. Additionally, this may include administering tests to incarcerated individuals as well. It is understood that the nature of the examination will dictate how time intensive or involved an examination should be.

- b. CONSULTANT shall be available to conduct examinations at all reasonable times (including weekends, holidays and other than normal business hours) within seventy-two (72) hours of any request to provide such service.
- c. CONSULTANT shall provide an oral examination result immediately upon completion of all examinations as well as a written report within forty-eight (48) hours or two business days after the conclusion of any examination.
- d. CONSULTANT's polygraph instrument shall be properly calibrated as prescribed by current Utah DOPL Detection of Deception rules and regulations.
- e. The examination format shall include the following:
 1. An extensive pre-test interview
 2. The "in test" examination
 3. The oral evaluation upon completion

4. A formal written report

The examination format for pre-employment applicant screening and criminal investigations may be changed to accommodate specific areas of inquiry.

- f. Any and all information obtained through the course of the performance under this contract is considered confidential. All obtained information is proprietary to the Sheriff's Office. Disclosure of any information related to any polygraph exam administered under this Agreement without written approval by the Sheriff's Office, shall be considered a violation of the terms and conditions of this contract resulting in immediate contract termination. Information obtained from criminal polygraph examinations is subject to legal rules of evidence.
- g. CONSULTANT shall appoint an alternate examiner to conduct examinations in the event of an actual or potential conflict of interest, i.e. subject being well-known to, or related to, CONSULTANT. CONSULTANT shall ensure that any alternate examiner shall comply with and meet all terms, qualifications, requirements and conditions of this Agreement. Alternate examiners shall be paid according to this Agreement.
- h. CONSULTANT shall appear and testify at any criminal, civil, and administrative hearings or court proceedings when requested to do so by COUNTY.
- I. CONSULTANT agrees to administer polygraph examinations at CONSULTANT's place of business. However, examinations may be performed at various sites throughout Utah County, as requested.
- j. The duration and quality of the polygraph examinations shall meet all Utah Division of Occupational and Professional Licensing rules and standards (DOPL).

2. POLYGRAPH EXAMINATION RESULTS

- a. CONSULTANT will provide to the Sheriff's Office a detailed written report regarding each specific polygraph examination including a statement of findings noting deception indicated, no deception indicated or inconclusive. The Sheriff's Office shall also be provided copies of any associated written statements made by participants. In the event of an incomplete examination, a detailed written report documenting the circumstances will be completed by the CONSULTANT and provided to the Sheriff's Office as well.
- b. CONSULTANT shall provide additional testing in order to obtain conclusive results, with no additional expense incurred to COUNTY if requested.
- c. An official polygraph examination file will be maintained in a secure location at the CONSULTANT's place of business. This file shall include a copy of the report and findings and other supporting documentation such as charts, questions used, audio/visual recordings, etc. The official file shall be retained as per Utah DOPL guidelines.
- d. The Sheriff's Office shall be granted access to all polygraph examination files as requested by appropriate Sheriff's Office personnel.

3. COMPENSATION:

In exchange for the services listed in Section One, COUNTY will pay CONSULTANT the following:

- a. Pre-Employment Screen (Non-Sworn) \$ _____
- b. Pre-Employment Screen (Sworn) \$ _____

- c. Internal Affairs Inquiries \$ _____
- d. Criminal Investigations \$ _____
- e. Administrative Investigations \$ _____
- f. Court Appearance \$ _____
- g. "No Shows"/Cancellations* \$ _____
- h. Incomplete Examinations \$ _____

*If COUNTY cancels within seven (7) days, CONSULTANT shall not charge the "No Shows"/Cancellations fee.

Prices include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed herein will not be allowed. All prices and fees are in U.S. dollars.

4. PAYMENT

COUNTY will pay CONSULTANT in accordance with the agreed upon amounts as bills are submitted by CONSULTANT and upon the Sheriff's Office Administrative Services verification and approval of bills submitted.

- a. COUNTY shall make payment to CONSULTANT for all services performed by CONSULTANT pursuant to this Agreement. CONSULTANT shall submit a written invoice, in duplicate, for services rendered and the COUNTY shall pay the invoiced fee within thirty (30) days after receipt of the invoice by the COUNTY.
- b. Alternate Examiner Fees. When an alternate examiner is used, the COUNTY shall make payment to CONSULTANT for the fees of the alternate examiner according to the prices listed in this Agreement. CONSULTANT shall submit invoices in accordance with

invoicing and payment procedures previously listed in this section.

- c. Invoices shall be sent directly to the division of the Sheriff's Office originating the request for polygraph services. That division will then create a requisition for payment to CONSULTANT for services rendered.
- d. Invoices for the Utah County Sheriff's Office shall be submitted to:

Utah County Sheriff's Office
Administrative Services Division
Attn. Lt. Yvette M. Rice
3075 N. Main Street
Spanish Fork, Utah 84660

5. CONSULTANT QUALIFICATIONS

CONSULTANT shall meet or exceed the following qualifications during the term of this Agreement:

- a. If doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, CONSULTANT shall be registered with the Utah State Department of Commerce, Division of Corporations and Commercial Code.
- b. CONSULTANT shall be registered with the Utah Department of Regulatory Licensing.
- c. CONSULTANT shall possess a current Detection of Deception license issued by the State of Utah and approved by the Utah State Licensing Board.
- d. CONSULTANT shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- e. CONSULTANT shall be a graduate of an American Polygraph Association (APA) accredited school.
- f. CONSULTANT shall be in good standing with the APA and the Utah Division of Occupational and Professional Licensing (DOPL).

- g. CONSULTANT shall be an experienced deception detection examiner who has completed over 400 deception detection examinations and has been licensed or certified by the United States Government and actively conducting deception detection examinations for the past 5 years or more.
- h. CONSULTANT shall have no record of illegal drug use, no felony criminal convictions and no conviction of any sex related crime.
- i. CONSULTANT shall comply with all applicable local, state and federal laws and regulations.
- j. CONSULTANT shall be accomplished at interviewing and interrogation.
- k. CONSULTANT shall provide all required equipment.
- l. It is preferable that CONSULTANT is a current or retired police officer experienced in conducting criminal investigations.
- m. It is preferable that CONSULTANT has advanced and/or specialized training with regards to interviewing and interrogation.

6. INDEPENDENT CONTRACTOR

CONSULTANT states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this Agreement is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this Agreement. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONSULTANT. CONSULTANT is not to be considered an agent

or employee of COUNTY for any purpose, and the employees of CONSULTANT are not entitled to any of the benefits that COUNTY provides for County's employees. It is further understood that CONSULTANT is free to contract for similar services to be performed for others while working under the provisions of this Agreement with COUNTY.

Both parties agree that CONSULTANT shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONSULTANT shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

7. INDEMNIFICATION

CONSULTANT shall defend, indemnify, save and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONSULTANT's, its subcontractors, agents or employees performance of the contract or their provision of any services required herein to be performed by the CONSULTANT or its subcontractors, agents or employees, and (b) any act or omission of the CONSULTANT, or its subcontractors, agents or employees. The CONSULTANT shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the contract.

8. INSURANCE

The successful CONSULTANT agrees to carry Commercial General and Professional Liability insurance coverage equal to or greater than \$1,000,000 per occurrence, or as modified by

the risk manager pursuant to state statute during the term of this contract. This coverage shall provide liability insurance to cover the activities of CONSULTANT including CONSULTANT's agents, employees and subcontractors, and for all equipment and vehicles, public or private used in the performance of this contract. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder.** Prior to commencing work the CONSULTANT shall furnish COUNTY a certificate of insurance evidencing that the CONSULTANT has insurance coverage equal to or greater than the above stated amounts.

Prior to commencing any work, the CONSULTANT shall furnish COUNTY a Certificate of Insurance evidencing that the CONSULTANT has Workers Compensation Insurance for the CONSULTANT, all subcontractors, and all employees of the CONSULTANT.

9. SUPERVISION AND INSPECTION:

In the performance of the work herein contemplated, CONSULTANT has the authority to control the services rendered.

10. DURATION

a. This Agreement shall be for the time period from the execution hereof until December 31, 2009. Either party may terminate this Agreement without cause by giving written notice to the other party ninety (90) days prior to termination.

b. This Agreement shall automatically renew on the same terms and conditions for three further one year periods unless otherwise indicated in writing by COUNTY thirty (30) days prior to the termination date.

c. This Agreement may be terminated for any reason by COUNTY upon thirty (30) days written notice to the CONSULTANT, without prejudice to any other right or remedy COUNTY may have.

d. Failure of the CONSULTANT to adhere to any of the performance requirements of this Agreement shall be cause for termination.

e. Any notice and other communications given pursuant to the provisions of this paragraph shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, to the other party to this Agreement.

11. NOTICES

Unless otherwise indicated, any notice, demand, request or any other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, addressed to the appropriate party.

12. CONFLICT OF INTEREST

The CONSULTANT certifies, through execution of the contract, that no person in the County's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The CONSULTANT will not hire or subcontract with any person having such conflicting interest.

13. EMPLOYMENT STATUS VERIFICATION

CONSULTANT shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONSULTANT shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

14. GENERAL COVENANTS

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The paragraph and section headings contained in this Agreement are for convenience only, and do not constitute a part of the provisions hereof. This Agreement may not be assigned without the prior written consent of COUNTY. In the event of a conflict in the terms and conditions of this Agreement with the terms and conditions of the RFP or CONSULTANT'S response thereto, the terms and conditions of this Agreement shall govern. This Agreement contains the entire Agreement between the parties and cannot be modified or amended except by written agreement signed by both parties

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Steve White, Chairman

ATTEST:
Bryan E. Thompson
County Auditor/Clerk

By: _____
Deputy

APPROVED AS TO FORM:
Jeffrey R. Buhman
Utah County Attorney

CONSULTANT:

By: _____
Deputy County Attorney
