ORIGINAL

City of Peoria, Arizona
Request for Quotation

Request for Quotation No.: **Q08-06**

Bid Due Date: **March 31, 2008**

Materials and/or Services: **Polygraph Examination Services**

Time: 5:00 P.M. Arizona Time

Contact: **Christine Finney, CPPB**

Location: City of Peoria, Materials Management

Phone: (623) 773-7115

Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location: 8351 W. Cinnabar Ave, Peoria, AZ 85345

Buyer: **Christine Finney, CPPB**

Vendor Information

Company Name	Address	City	State	Zip Code	Telephone
Aletheia llc	10429 S. 51st St Suite 208	Phoenix	AZ	85044	480202-8000

Signature	Typed Name	Title	Date
Cheryl L Brothers	Cheryl L. Brothers	Member	3-31-08

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

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed ***Purchase Order.***

Attested by:

Mary Jo Kief, City Clerk

Contract Number

Official File

City Seal

City of Peoria, Arizona. Eff. Date: 4/30/08

Approved as to form:

Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp, City Attorney

Contract Awarded on 4/29/08

Herman F. Koebergen, Materials Manager

COP 211 (8/99)HFK

A CON 26108

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CSR ALETH-1

DATE (MM/DD/YYYY) 05/12/08

PRODUCER
AMIS/Alliance Mktg. & Ins Serv
PO BOX 567
CA Surplus Line Lic # 0E25579
San Marcos CA 92079
Phone: 760-471-7116 Fax: 760-471-9378

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

Aletheia LLC
10429 S 51St Street, Suite 208
Phoenix AZ 85239

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Mercury Ins. Company	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X Errors & Omiss X Owners & Contr GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	FMMI013521-2	05/01/08	05/01/09	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ Included
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ Included
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

THE CITY OF PEORIA IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO WORK PERFORMED BY THE NAMED INSURED.

Investigations, AZ --

CERTIFICATE HOLDER

THE CITY OF PEORIA
8401 W MONROE STREET
PEORIA AZ 85345

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

© ACORD CORPORATION 1988

City of Peoria, Arizona
Request for Quotation
Q08-06

ALETHEIA LLC
BEST AND FINAL OFFER
COST CONSIDERATIONS

LAW ENFORCEMENT PRE-EMPLOYMENT (Sworn Officer/Civilian)	
PE-Remote Location	$150.00
PE-Aletheia Office	$130.00
VOLUNTEER SCREENINGS	
Volunteer Remote Location	$150.00
Volunteer Aletheia Office	$120.00
LIMITED SECURITY	
PE-Contract Employees Remote Location	$150.00
PE-Contract Employees Aletheia Office	$120.00
CRIMINAL/ADMIN. ISSUE SPECIFIC EXAMINATIONS	
Remote Location	$350.00
Aletheia Office	$250.00
COURT/PERSONNEL HEARINGS	
Daily Rate	$500.00
ADDITIONAL REPORTS IF REQUIRED	
Hourly Rate	$ 25.00
Final reports are provided via email or fax at no additional charge. Preparation to furnish additional reports, or reports in another format, or charts, tapes/audio video files, etc. will be subject to an hourly processing fee with a one hour minimum per request.	
DAILY RATE ALTERNATIVE PRICING	
Remote Location: Three (3) Pre-Employment Screening Exams; Four (4)(V) Volunteer or (LS) Limited Security Screening Exams; One Pre-Employment (am only) PLUS+ Three (3) Volunteer Or Limited Security Screening Exams	$400.00
Aletheia Office Location: Three (3) Pre-Employment Screening Exams; Four (4)(V) Volunteer or (LS) Limited Security Screening Exams; One Pre-Employment (am only) PLUS+ Three (3) Volunteer Or Limited Security Screening Exams	$380.00

This amended Cost Consideration shall supersede or replace any prior offer and shall constitute Aletheia LLC's Best and Final Offer for the City of Peoria, AZ Request for Quotation Q08-06.

City of Peoria
8401 West Monroe Street
Peoria, AZ 85345

April 17, 2008

Cheryl L. Brothers
Aletheia, LLC
10429 S. 51st St., Ste 208
Phoenix, Arizona 85044

RE: City of Peoria Solicitation Number Q08-06
Polygraph Examiner Services

Dear Ms Brothers:

The City of Peoria is reviewing your proposal for the above referenced solicitation. The following items are required to further evaluate your proposal:

- Please re-evaluate your pricing, specifically with respect to the following points:
  - Limited Security Clearance. A Limited Security Clearance is a procedure to process non-police employees for authorization to access any police building for the purpose of performing specific tasks, as assigned by their respective city departments (i.e., janitorial or maintenance assistance, installation of equipment, etc). This exam consists of 6 questions. I have attached the Limited Security Application and a document that describes the Limited Security Process further.
  - Daily Rate. You have provided a "Daily Rate" alternative pricing (remote location) for Pre-Employment exams and for Volunteer Screenings. Please indicate what the Daily Rate would be for Limited Security Screenings.
- Hourly Rate for additional Reports. Per the contract scope of work, "the contractor shall provide a comprehensive report of the polygraph test results... Additionally, charts, tapes, other reports, etc. shall be furnished as requested by the City". You proposed an hourly rate for additional reports. Would you please elaborate or provide some examples of when this hourly rate would apply.

Your written response will constitute a Best and Final Offer and should be submitted to my attention no later than 5:00 pm, **Monday April 21, 2008.** The requested information may be sent via fax at (623) 773-7118 or e-mail at christine.finney@peoriaaz.gov but please still send the original. Thank you for your interest in providing service to the City of Peoria

Sincerely,

Christine Finney

Christine Finney, CPPB
Buyer
Materials Management

Enclosure

SCOPE OF WORK

Testing Services

At the request of an authorized department representative Aletheia llc shall schedule a qualified examiner to perform a polygraph examination(s) on behalf of the City of Peoria Police Department. Examination(s) will be conducted at the office of Aletheia llc located at 10429 N. 51st Street Suite 208 in Phoenix, AZ. or a pre-authorized location. Polygraph examinations are available for pre-employment screening, volunteer screening, and limited security screening purposes and specific issues dealing with criminal or administrative matters. All screening examinations will be done in correlation with the respective background investigation(s).

Testing Equipment & Technique

All polygraph examinations will be conducted with equipment that meet or exceed AAPP and or APA standards, and employ an accepted and/or approved technique in keeping with AAPP standards consisting of the elements described in the following section of this document referred to as *Testing Methodology*.

Testing Methodology

Pre-test phase

Each examination begins with a brief introduction, verification of identity and an opportunity to review and sign the polygraph consent form.

Pre-employment multi-issue screening examinations: The subject is presented with a polygraph consent form, and a list of questions to be answered before prior to the examination. Once the consent form has been signed and the questions answered a pre-test interview begins with an assessment of the subject by the examiner to determine if the subject is suitable to be examined by means of the polygraph technique at the time of the test. Once suitability has been determined a brief explanation of the polygraph testing process is explained to the subject. Information and answers to the questions he/she has provided on the forms is then reviewed and an opportunity given to clarify, qualify or explain any answer provided and any new admissions or relevant information is noted. The process and elements of the polygraph instrument and their purposes are explained to the examinee before being connected to the instrument. After connecting the examinee to the instrument adjustments and any questions the examinee may have are answered. When appropriate an acquaintance test would be performed and adjustments made to the instrument settings or additional instructions given to the examinee. The final list of questions to be asked is determined and finalized. Any modifications excluding admissions and relevant information to any question are done. The final questions list is reviewed with the examinee just prior to the start of the in-test phase of the examination.

Criminal or Investigative Specific issue examinations: The subject is presented with the consent form. Once consent has been granted and the form has been signed a pre-test interview begins with an assessment of the subject by the examiner to determine if the subject is suitable to be examined by means of the polygraph technique.

Criminal or Investigative Specific issue examinations cont: Once suitability has been determined a brief explanation of the process is explained to the subject. The specific issue or reason for the examination is reviewed with the examinee to verify that he/she understands the issue, and to determine what his/her answers to questions addressing the relevant issue will be. Questions are asked of the examinee in order to acquire background and other useful information important in formulating the entire list of questions utilized in a zone comparison test. The process and elements of the polygraph instrument and their purposes are explained to the examinee before being connected to the instrument. After connecting the examinee to the instrument, necessary adjustments are made and any questions the examinee may have about the procedure are answered. When appropriate an acquaintance test would be performed and more adjustments made to the instrument settings and or instructions to the examinee are given. The final list of questions to be asked is determined and finalized. The final list of questions is reviewed with the examinee just prior to the start of the in-test phase of the examination.

In-test phase

Depending on the type of test to be administered, whether it is for screening purposes or to resolve a specific issue, the type of test used would be conducted according to the accepted standards and practices established for whatever technique is utilized. Generally three presentations or three to five charts are run and the data collected is evaluated, analyzed and or scored according to the guidelines established for whatever technique utilized. When feasible or necessary the charts and relevant information are reviewed by a second examiner for quality control purposes.

Post-test phase

Following the conclusion of chart data collection and the evaluation or analysis of the data collected, time is taken with the examinee to communicate any information relevant to the process. In the event that there are responses indicating deception, an interview/interrogation would be conducted in an attempt to conclusively resolve any responses indicating deception. In the case of a specific issue exam where deception is indicated an attempt to obtain a confession or admission would be made when deemed appropriate. In the case of a multi-issue screening examination where significant unresolved responses are noted and not resolved, nor post-test admissions obtained a follow-up examination may be administered in an effort to conclusively resolve the issue or issues in question. When possible and appropriate the examinee would be informed of the results of the examination at its conclusion.

Testing Results & Final Reports

Notification will be provided to the requesting representative of test completion, along with any initial opinions or possible concerns by the examiner at the conclusion of each exam or series of examinations. This notification shall be made within 24 hours via telephone, fax or email. The final results or opinions regarding each polygraph examination shall be provided in the form of a complete and comprehensive written report submitted as a Microsoft Word Document or PDF File and made available to the department's representative within five business days from the date of the examination. A sample report has been attached for review.

PERSONAL INFORMATION RECORD

YOU ARE NOT REQUIRED TO ANS ANY QUESTION THAT MAY BE IN VIOLATION OF FEDERAL OR STATE LAW.

NAME _____ DATE OF BIRTH ____/____/____

A.K.A _____ MAIDEN NAME _____ AGE ____

SS# or ID# _____ DRIVERS LIC # _____ STATE ____ EXPIRES ____

ADDRESS _____ CITY _____

STATE _____ ZIP CODE _____ PHONE # _____

DO NOT WRITE IN THIS BOX

DEMOGRAPHICS: **POB:** _____ **G:** M F **R:** _____ **MS:** M S D SP W

EDU: _____ H.S. or GED _____

HEALTH / MEDICAL: **Sleep Normal Amount** ____ **24 hrs** ____ **Meal/Eat** _____

D or A in 24 hrs Y N **What?** _____ **Time** _____

Med Cond: _____

P.M.: _____ **Time Taken** _____

C.P.P.: _____

Over All Cond: P F G E **ANY ADVERSE COND.** Y N Explain:

_____

NOTIFICATION OF FACTORS THAT COULD INTERFERE WITH A POLYGRAPH TEST & CONSENT FOR THIS POLYGRAPH EXAMINATION

The polygraph examination should not be conducted on any person if the examiner feels that the person is physically or mentally unfit or if the examination would be detrimental to that person's health. Some of the physical or psychological factors that could interfere with the polygraph results are: some forms of paralysis, recent or major surgery, various chronic or transitory physical disabilities, sever colds or respiratory disorders, various heart conditions or blood pressure problems, certain medications, certain emotional disorders, severe headaches pregnancy, and fatigue. Also, alcohol or drugs used within the past (24) twenty four hours.

On ____/____/____@____ AM PM, I, _____ of my own free will, without promise, threats or coercion, agree to take a polygraph test to be given to me by an employee and/or contracted agent of **Aletheia llc** for the mutual benefit of myself and _____.

I do hereby agree that the results of said test and such conclusions that may be drawn by **Aletheia llc**, its officers, agents and employees may be disclosed to _____, its officers, agents, and employees, and to any other authorized persons, both orally and in writing, for whatever uses have been determined.

I understand that the results of such a test and the conclusions drawn by **Aletheia llc**, its officers, agents, and employees may prove unfavorable to me. I also acknowledge the possibility that the examiner may be unable to render a decision based on this exam. I do none-the-less, hold **Aletheia llc**, its officers, agents, and employees free and harmless from any claim I might otherwise have against them for any damages to me or any liabilities resulting from the taking of the test and disclosure of its results and the conclusions drawn.

On behalf of myself and my heirs, I hereby release, waive and forever discharge **Aletheia llc,** its members and or each of the above-named corporations, firms, their respective officers, agents and employees, from any and all action or cause of action, claim, demand or liability, which I have now or may have resulting directly or indirectly from my taking said examination and the oral and written opinions rendered because of said exam.

I have read the above or had it read to me, and I do not wish to cancel this examination for any of the above reasons.

_____ Polygraph Examiner

_____ Signature of person to be examined

This examination was concluded at ____:____ on the above date. Having submitted myself freely to this examination, I hereby reaffirm my agreement as expressed above. No un-reviewed or surprise test questions were asked of me during any of the examinations. There were no threats or harm done to me or any promises made to me during the entire time I have been here, either in connection with the examination or the signing of this form.

_____ Witness / Polygraph Examiner

_____ Signature of person examined

FORM ALETHEIALLC-I&CD1

FILE # ALETHEIA llc

EXAMINER ____ CLIENT ____ LOCATION ____ POSITION or TYPE ____ DATE ____/____/____

Initial Written Notice of Results ☐ on ____/____/____ VERBAL RESULTS GIVEN TO ____ ON (DATE & TIME) ____/____/____ @ ____

FINAL REPORT COMPLETE ☐ sent on ____/____/____ DOCUMENTS READY TO SCAN & FILE ☐ SCANNED ☐ Q.C. ____

GENERAL INFORMATION & APP CATION

_____ _____

_____

YES/NO

1. ___/___ Have you ever taken a polygraph test before? If so, how many times? _____ Your last test was ____/____/_____
2. ___/___ Did you do any research about the polygraph before you came here today?
3. ___/___ Did You knowingly or deliberately omit any requested information from your application or background questionnaire?
4. ___/___ Do we now have a list of every former employer you have had since your 18th birthday or during the last 10 years?
5. ___/___ Did you deliberately list any information on you your application or background questionnaire that you know is false?
6. ___/___ Have you been truthful about the training and education you have received?
7. ___/___ DY Graduate from High School? / What is the highest level of education you achieved? _____
8. ___/___ DY deliberately lie about anything during any boards or interviews you have participated in as part of the selection process?
9. ___/___ *Is all the information you provided on your background questionnaire or during any interview for this job true and correct?*

PAST EMPLOYMENT INTEGRITY

YES/NO

10. ___/___ HYE received a written/verbal reprimand from an employer? The last one was when? _____
11. ___/___ HYE been fired or asked to resign from any job?
12. ___/___ HYE resigned in lieu of being fired?
13. ___/___ HYE falsified a company record for personal gain? (timecards, mileage reports est.)
14. ___/___ Have you ever stolen any property or merchandise from a place where you worked?(Total Est. value $_____
15. ___/___ HYE given an unauthorized discount to someone?
16. ___/___ Have you ever stolen any money from a place where you worked? (Total Est. amount $ _____
17. ___/___ HYE borrowed anything from a place where you worked and fail to return it?
18. ___/___ HYE stolen anything from a co-worker?
19. ___/___ HYE falsified an expense account (per diem est.)?
20. ___/___ HYE deliberately cheated/short changed a customer?
21. ___/___ HYE deliberately damaged an employer's property?
22. ___/___ Have you ever filed an illegal or false job injury report?
23. _____How many times have you called in sick to work when you or someone in your family was not actually sick?

FINANCIAL

YES/NO

24. ___/___ Are you currently involved in any pending legal action, other then enforcement related issues? (law suits, hearings, arbitrations)
25. ___/___ HYE had any property repossessed?
26. ___/___ HYE filed for divorce or bankruptcy? When? ____/_____/_____ Where? _____ What Chapter? _____
27. ___/___ Do you now have any debts or obligations out for collection, or more than 30 days past due?
28. ___/___ HYE written a bad check with no intention of covering it?
29. ___/___ HYE forged another person's name for illegal reasons?
30. ___/___ Has your paycheck ever been garnished for any reason?
31. ___/___ HYE filed a false insurance claim?
32. ___/___ Are you delinquent on any child support payments?
33. ___/___ HYE falsified an income tax form or failed to pay your taxes? (Are all of your taxes paid and all your tax returns filed?)
34. ___/___ HYE collected unemployment benefits? _____
35. ___/___ HYE collecting unemployment or any welfare benefits including food stamps when you were not entitled to it?
36. ___/___ Do you gamble? Approximately how much money do you spend a month on gambling? _____
37. ___/___ Do you presently have any gambling debts? Amount$ owed _____

DRIVING HISTORY

YES/NO

37. ___/___ In the last 5 years, have you received a traffic ticket for a moving violation?
38. ___/___ In the last 5 years, have you been involved in any traffic accident were you received a citation, or the accident was your fault?
39. ___/___ Do you currently have auto insurance on the car you drive, and do you maintain insurance on all the vehicles you own?
40. ___/___ HYE hit and run?
41. ___/___ Have you had your driver's license suspended or revoked for any reason?
42. ___/___ HYE been stopped, detained, or arrested by authorities for driving under the influence of Drg. or Alc., or been convicted for DUI?
43. ___/___ Have you been truthful about your driving history?

USE OF ALCOHOL

YES/NO

45. ___/___ HYE consumed any alcoholic beverages at work or during work hours?
46. ___/___ HYE had a problem on a job because of alcoholic?
47. ___/___ How many times have you missed work because of a hangover?
48. ___/___ Have you ever operated a motor vehicle while impaired? When was the last time _____
49. ___/___ *Have you been completely truthful concerning your use of alcohol?*

NARCOTICS & ILLEGAL DRUGS ;E/ACTIVITY

YES/NO

50. ___/___ HYE used, tried, or experimented with marijuana? #_____ First time _____/_____
    a___/___ HYE used marijuana more than 20 times? #_____ The last time you used any marijuana was? _____
51. ___/___ HYE used any form of illegal drug or narcotic with out a doctor's prescription?
    Please indicate below the number of times each was used?
    Crystal meth,_____ Opium,_____ Morphine,_____ Cocaine,_____ or Heroin_____?
    Hashish,_____ Speed,_____ Downers,_____ Hallucinogens (acid, LSD)_____ Rush,_____
    Ice,_____ PCP,_____ Peyote,_____ Mescaline,_____ Mushrooms,_____ Ecstasy,
    Methamphetamines,_____ Thai sticks____ ?Any other (please name) _____ # of times _____
52. ___/___ HYE used any vaporous substances to get high on? (gas, paint, glue?)
53. ___/___ HYE used prescription drugs or narcotics that were not prescribed for you to get high with?
54. ___/___ HYE used steroids illegally? How many times. _____ The last time was when? _____/_____/_____
55. ___/___ Have you used any other illegal substance to get high on?
56. ___/___ How many times have you used drugs since your 21st birthday (Any illegal drugs or narcotics.)_____
57. ___/___ Has anyone, other than medical personnel, injected anything into your body?
58. ___/___ HYE held or stored any unlawful street drug or narcotic or controlled substance for anyone else?
59. ___/___ HYE bought any illegal narcotics, drugs, or marijuana?
60. ___/___ HYE sold any illegal narcotics, drugs or marijuana?
61. ___/___ HYE been present when marijuana or any other illegal substance was bought or sold?
62. ___/___ HYE transported any illegal substance for profit?
63. ___/___ HYE told someone where they could by illegal drugs?
64. ___/___ Are you now associating with anyone who uses illegal drugs in your presence?
65. ___/___ HYE been involved in anyway in the sale manufacturing or distribution of any illegal drug or narcotics?
66. ___/___ *HYE been completely truthful in reporting your use or involvement with marijuana, drugs or any narcotic?*

CRIMINAL/QUESTIONABLE ACTIVITY

YES/NO

67. ___/___ HYE used another name for illegal reasons, or ever used a fake ID for any reason? (to buy drinks or get into a club)
68. ___/___ Were you ever suspended or expelled from school (even for only one day?)
69. ___/___ HYE been given a ticket or citation for any criminal offense? (something other then a minor traffic ticket)
70. ___/___ HYE been arrested or held in custody? (even as a juvenile)
71. ___/___ HYE been a member of any organization which advocates, supports or participates in violence or terrorism? (i.e. KKK, ect;)
72. ___/___ HYE been a member of, or associated with any organized crime group?
73. ___/___ HYE been involved in any street or prison gang activity?
74. ___/___ HYE been convicted of a serious crime in court? (felony or serious misdemeanor)
75. ___/___ HYE shoplifted or changed price tags on merchandise? The last time was?_____
76. ___/___ HYE shoplifted since becoming an adult?
77. ___/___ HYE forgotten to pay for something at the store, discover the item after leaving, but decide not to go back and pay for it?
78. ___/___ HYE carried a concealed weapon without a permit, or legal authority to do so?
79. ___/___ HYE purchased alcohol or cigarettes for minors?
80. ___/___ HYE been evicted or asked to leave a place where you have lived?
81. ___/___ HYE intentionally set a building or vehicle on fire?
82. ___/___ DY eve buy or sell property you knew was stolen? (bootleg CDs, DVDs, software)
83. ___/___ HYE knowingly had stolen property in your possession?
84. ___/___ HYE committed a serious crime for which you were never caught and convicted?
85. ___/___ HYE accompanied other people while they committed a serious criminal act?
86. ___/___ HYE helped cover up a crime or assist someone that was trying to hide from the law?
87. ___/___ HYE caused serious injury or death to any person?
88. ___/___ To your knowledge are any of your immediate family involved in any criminal activity? (including the use, sale, or possession of drugs?)
89. ___/___ HYE violated game and fish laws? (fish or hunt without a license)
90. ___/___ HYE struck and injured anyone you were dating or were married to in anger?
91. ___/___ Have the authorities ever been called to your residence regarding a domestic violence situation?
92. ___/___ Do you know the whereabouts of anyone who is currently wanted by Law Enforcement for any serious felony crime?
93. ___/___ HYE been sued for any reason?
94. ___/___ *Have you deliberately withheld information or falsified answers to any question you were asked today concerning any thefts crimes or questionable activity you have been involved in?*

MILITARY HISTORY

YES/NO

95. ___/___ DY ever serve in any branch of the military? (If so, which branch _____ and dates _____/____/_____ to _____/____/____
    a. ___/___ Were you ever subjected to any disciplinary action while in the military?
    b. ___/___ DY receive an honorable discharge? If not what type of discharge did you receive? _____
96. ___/___ *HY been completely truthful concerning the information you provided about your military history?*

GENERAL INFORMATION & APP' 'CATION

_____ _____

_____ _____

YES/NO

1. ___/___ Have you ever taken a polygraph test before? If so, how many times? _____ Your last test was _____/_____/_____
2. ___/___ Did you do any research about the polygraph before you came here today?
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4. ___/___ Do we now have a list of every former employer you have had since your 18th birthday or during the last 10 years?
5. ___/___ Did you deliberately list any information on you your application or background questionnaire that you know is false?
6. ___/___ Have you been truthful about the training and education you have received?
7. ___/___ DY Graduate from High School? / What is the highest level of education you achieved? _____
8. ___/___ DY deliberately lie about anything during any boards or interviews you have participated in as part of the selection process?
9. ___/___ *Is all the information you provided on your background questionnaire or during any interview for this job true and correct?*

PAST EMPLOYMENT INTEGRITY

YES/NO

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11. ___/___ HYE been fired or asked to resign from any job?
12. ___/___ HYE resigned in lieu of being fired?
13. ___/___ HYE falsified a company record for personal gain? (timecards, mileage reports est.)
14. ___/___ Have you ever stolen any property or merchandise from a place where you worked?(Total Est. value $_____
15. ___/___ HYE given an unauthorized discount to someone?
16. ___/___ Have you ever stolen any money from a place where you worked? (Total Est. amount $ _____
17. ___/___ HYE borrowed anything from a place where you worked and fail to return it?
18. ___/___ HYE stolen anything from a co-worker?
19. ___/___ HYE falsified an expense account (per diem est.)?
20. ___/___ HYE deliberately cheated/short changed a customer?
21. ___/___ HYE deliberately damaged an employer's property?
22. ___/___ Have you ever filed an illegal or false job injury report?
23. _____How many times have you called in sick to work when you or someone in your family was not actually sick?

FINANCIAL

YES/NO

24. ___/___ Are you currently involved in any pending legal action, other then enforcement related issues? (law suits, hearings, arbitrations)
25. ___/___ HYE had any property repossessed?
26. ___/___ HYE filed for divorce or bankruptcy? When? _____/_____/_____ Where? _____ What Chapter? _____
27. ___/___ Do you now have any debts or obligations out for collection, or more than 30 days past due?
28. ___/___ HYE written a bad check with no intention of covering it?
29. ___/___ HYE forged another person's name for illegal reasons?
30. ___/___ Has your paycheck ever been garnished for any reason?
31. ___/___ HYE filed a false insurance claim?
32. ___/___ Are you delinquent on any child support payments?
33. ___/___ HYE falsified an income tax form or failed to pay your taxes? (Are all of your taxes paid and all your tax returns filed?)
34. ___/___ HYE collected unemployment benefits? _____
35. ___/___ HYE collecting unemployment or any welfare benefits including food stamps when you were not entitled to it?
36. ___/___ Do you gamble? Approximately how much money do you spend a month on gambling? _____
37. ___/___ Do you presently have any gambling debts? Amount$ owed _____

DRIVING HISTORY

YES/NO

37. ___/___ In the last 5 years, have you received a traffic ticket for a moving violation?
38. ___/___ In the last 5 years, have you been involved in any traffic accident were you received a citation, or the accident was your fault?
39. ___/___ Do you currently have auto insurance on the car you drive, and do you maintain insurance on all the vehicles you own?
40. ___/___ HYE hit and run?
41. ___/___ Have you had your driver's license suspended or revoked for any reason?
42. ___/___ HYE been stopped, detained, or arrested by authorities for driving under the influence of Drg. or Alc., or been convicted for DUI?
43. ___/___ Have you been truthful about your driving history?

USE OF ALCOHOL

YES/NO

45. ___/___ HYE consumed any alcoholic beverages at work or during work hours?
46. ___/___ HYE had a problem on a job because of alcoholic?
47. ___/___ How many times have you missed work because of a hangover?
48. ___/___ Have you ever operated a motor vehicle while impaired? When was the last time _____
49. ___/___ *Have you been completely truthful concerning your use of alcohol?*

NARCOTICS & ILLEGAL DRUGS ;E/ACTIVITY

YES/NO

50. ___/___ HYE used, tried, or experimented with marijuana? #_____ First time _____/_____
    a___/___ HYE used marijuana more than 20 times? #_____ The last time you used any marijuana was? _____
51. ___/___ HYE used any form of illegal drug or narcotic with out a doctor's prescription?
    Please indicate below the number of times each was used?
    Crystal meth,_____ Opium,_____ Morphine,_____ Cocaine,_____ or Heroin_____?
    Hashish,_____ Speed,_____ Downers,_____ Hallucinogens (acid, LSD)_____ Rush,_____
    Ice,_____ PCP,_____ Peyote,_____ Mescaline,____ Mushrooms,_____ Ecstasy,
    Methamphetamines,_____ Thai sticks____ ?Any other (please name) _____ # of times _____
52. ___/___ HYE used any vaporous substances to get high on? (gas, paint, glue?)
53. ___/___ HYE used prescription drugs or narcotics that were not prescribed for you to get high with?
54. ___/___ HYE used steroids illegally? How many times. _____ The last time was when? _____/_____/_____
55. ___/___ Have you used any other illegal substance to get high on?
56. ___/___ How many times have you used drugs since your 21st birthday (Any illegal drugs or narcotics.)_____
57. ___/___ Has anyone, other than medical personnel, injected anything into your body?
58. ___/___ HYE held or stored any unlawful street drug or narcotic or controlled substance for anyone else?
59. ___/___ HYE bought any illegal narcotics, drugs, or marijuana?
60. ___/___ HYE sold any illegal narcotics, drugs or marijuana?
61. ___/___ HYE been present when marijuana or any other illegal substance was bought or sold?
62. ___/___ HYE transported any illegal substance for profit?
63. ___/___ HYE told someone where they could by illegal drugs?
64. ___/___ Are you now associating with anyone who uses illegal drugs in your presence?
65. ___/___ HYE been involved in anyway in the sale manufacturing or distribution of any illegal drug or narcotics?
66. ___/___ *HYE been completely truthful in reporting your use or involvement with marijuana, drugs or any narcotic?*

CRIMINAL/QUESTIONABLE ACTIVITY

YES/NO

67. ___/___ HYE used another name for illegal reasons, or ever used a fake ID for any reason? (to buy drinks or get into a club)
68. ___/___ Were you ever suspended or expelled from school (even for only one day?)
69. ___/___ HYE been given a ticket or citation for any criminal offense? (something other then a minor traffic ticket)
70. ___/___ HYE been arrested or held in custody? (even as a juvenile)
71. ___/___ HYE been a member of any organization which advocates, supports or participates in violence or terrorism? (i.e. KKK, ect;)
72. ___/___ HYE been a member of, or associated with any organized crime group?
73. ___/___ HYE been involved in any street or prison gang activity?
74. ___/___ HYE been convicted of a serious crime in court? (felony or serious misdemeanor)
75. ___/___ HYE shoplifted or changed price tags on merchandise? The last time was?_____
76. ___/___ HYE shoplifted since becoming an adult?
77. ___/___ HYE forgotten to pay for something at the store, discover the item after leaving, but decide not to go back and pay for it?
78. ___/___ HYE carried a concealed weapon without a permit, or legal authority to do so?
79. ___/___ HYE purchased alcohol or cigarettes for minors?
80. ___/___ HYE been evicted or asked to leave a place where you have lived?
81. ___/___ HYE intentionally set a building or vehicle on fire?
82. ___/___ DY eve buy or sell property you knew was stolen? (bootleg CDs, DVDs, software)
83. ___/___ HYE knowingly had stolen property in your possession?
84. ___/___ HYE committed a serious crime for which you were never caught and convicted?
85. ___/___ HYE accompanied other people while they committed a serious criminal act?
86. ___/___ HYE helped cover up a crime or assist someone that was trying to hide from the law?
87. ___/___ HYE caused serious injury or death to any person?
88. ___/___ To your knowledge are any of <u>your immediate family</u> involved in any criminal activity? (including the use, sale, or possession of drugs?)
89. ___/___ HYE violated game and fish laws? (fish or hunt without a license)
90. ___/___ HYE struck and injured anyone you were dating or were married to in anger?
91. ___/___ Have the authorities ever been called to your residence regarding a domestic violence situation?
92. ___/___ Do you know the whereabouts of anyone who is currently wanted by Law Enforcement for any serious felony crime?
93. ___/___ HYE been sued for any reason?
94. ___/___ *Have you deliberately withheld information or falsified answers to any question you were asked today concerning any thefts crimes or questionable activity you have been involved in?*

MILITARY HISTORY

YES/NO

95. ___/___ DY ever serve in any branch of the military? (If so, which branch _____ and dates _____/____/_____ to _____/____/____
    a. ___/___ Were you ever subjected to any disciplinary action while in the military?
    b. ___/___ DY receive an honorable discharge? If not what type of discharge did you receive? _____
96. ___/___ *HY been completely truthful concerning the information you provided about your military history?*

LAW ENFORCEMENT OFFICER APPLICANT ADDITIONAL QUESTION LIST.

PERSONAL / SEXUAL HISTORY INFORMATION

YES/NO

97. ___/___HYE ever been accused of sexual harassment or made inappropriate sexual comments at work?
98. ___/___HYE ever been disciplined or fired for sexual harassment or for making inappropriate sexual comments or activity at work?
99. ___/___HYE engaged in any sex acts while on the job or at work?
100.___/___HYE used force or the threat of force to persuade someone else to have sex with you?
101.___/___HYE viewed pornography at work against company policy?
102.___/___HYE paid (or accepted payment) for the commission of any sex act?
103.___/___Has anyone else ever paid for a sex act for you?
104.___/___Since becoming an adult, have you had any form of sexual contact with anyone under the age of 18?
105.___/___Since turning 18 have you ever touched, or had a child touch you for sexual reasons, or ever Sexually molest or fondle a child?)
106.___/___HYE masturbated in a public place?
107.___/___HYE sexually exposed yourself in public, or engaged in a sex act in a public place?
108.___/___HYE engaged in a sex act with a person without their permission? (asleep or unconscious)
109.___/___Since becoming an adult HYE knowingly interacted or tried to interact with a minor in an on-line chat room or on the internet?
110.___/___HYE deliberately viewed any child pornography?(pornography of anyone under the age of 18)
111.___/___HYE engaged in a sex act with an animal?
112.___/___HYE videotaped or photographed sexual acts of another person without their knowledge or consent?
113.___/___HYE made anonymous sexual phone calls?
114.___/___HYE spied on someone or peeked into a window for sexual reasons?
115.___/___HYE ever been involved in any illegal sexual activity?

PREVIOUS LAW ENFORCEMENT/CORRECTION OFFICER OR MILITARY EXPERIENCE

YES/NO

116.___/___DY ever deliberately falsify any paperwork or official document as an officer? (report, paper, probable cause)
117.___/___HYE been the subject of any departmental investigation that you have not disclosed to the agency you are now applying with?
118.___/___As a police/corrections officer, HYE used your position for personal gain?
119.___/___HYE stalked or harassed anyone?
120.___/___HYE had a court order issued against you? (search warrant, harassment orders, restraining orders or protection orders?)
121.___/___DY ever lie during any departmental investigation?
122.___/___DY ever lie under oath?
123.___/___DY ever use unnecessary physical force in making an arrest or restraining someone?
124.___/___DY ever deliberately mistreat a person you had in custody or under your control?
125.___/___DY ever steal anything from a prisoner?
126.___/___DY ever engage in any type of sex act while on duty?
127.___/___DY ever solicit a sex act while on duty? (except as a vice officer)
128.___/___HY received any disciplinary action that you have not disclosed to the agency you are now applying with?
129.___/___DY ever convert items of evidence to your personal use?
130.___/___DY falsify any evidence?
131.___/___DY ever give a prisoner any type of contraband, i.e. weapons, drugs, alcohol?
132.___/___DY ever solicit or accept a bribe? Accept any gratuities against department policy?
133.___/___HYE used, requested or released any criminal history or confidential information for any unauthorized purpose?
134.___/___HYE fired any weapon in violation of department policy?
135.___/___In the last two years, have you driven while under the influence of alcohol or drugs?
136.___/___HYE cheated or attempted to cheat on any phase of a law enforcement testing process?
137.___/___Up to this point here today, have you intentionally withheld something that could disqualify you from this position?
138.___/___*Is the information you provided concerning all your prior law enforcement or corrections experience complete, accurate and true?*
139.___/___Do you plan on doing anything today to try to interfere or beat this test?

ALETHEIA LLC

FORENSIC PSYCHOPHYSIOLOGY DETECTION OF DECEPTION

PROFESSIONAL POLYGRAPH SERVICES

10429 S. 51st Street

SUITE #208

PHOENIX, ARIZONA 85044

www.aletheiallc.com

Ph# (480) 202-8000 Email: findthetruth@aletheiallc.com Fax# (480) 477-8411

TO:	Chandler Police Department			FILE:	080226-01bp
NAME:	**Female Applicant**			DATE:	02/26/2008
ADDRESS:	xxxx W Monte Lindo Ln, Sun City , AZ 85373			SSN:	XXX-XX-XXXX
AGE:	29	DOB: 4/20/1978	POB:		Phoenix, AZ
DRIV LIC:	STATE:	NUMBER:	BXXXXXXX	EXPIRES:	2043
POLYGRAPH EXAMINER:	**Robert Brothers**				

NO PHOTO AVAILABLE

On February 26, 2008, Female Applicant was examined by means of the polygraph technique at the office of Aletheia llc as part of the selection process, for employment as a police officer with the Chandler Police Department.

During the pre-test interview and examination, Female Applicant was asked a series of questions. She answered those questions by making the following statements, admissions or by providing the following information to this examiner during the pre-test. An effort was made to verify the answers and information given through the use of the polygraph technique:

INTRODUCTION & CURRENT INFORMATION:

- *Female Applicant has a Bachelor of Arts degree from the University of Arizona, and is working toward her Masters from Northern Arizona University.*
- *She is currently employed as a police officer with the Tolleson Police Department.*

GENERAL INFORMATION, APPLICATION & INTERVIEW:

- She indicated she was truthful on the application, background questionnaire, her oral board, and or interviews for this job.

PAST EMPLOYMENT PERFORMANCE & INTEGRITY:

- She has not stolen any property, merchandise, or money from a previous employer.
- She has not received a written or verbal reprimand from an employer, other than what she previously disclosed and truthfully explained to background investigators during her background interview.
- She has not been fired or asked to resign from any previous job.

FINANCIAL & LEGAL ACTIONS OR OBLIGATIONS:

- Other than action directly related to her job as a police officer, and the prosecution of crime or traffic violations, she is not currently involved in any pending legal actions that have not been disclosed to background investigators.
- She has no outstanding legal issues or financial obligations that are more than 30 days past due.

DRIVING HISTORY:

- ***In 2007 and in 2006, she was involved in two minor accidents while on duty***
- In the past five years, she has not received a citation for a moving violation
- She has not been charged with, or convicted for DUI.
- His driver's license has not been suspended or revoked.

ALCOHOLIC USE/ABUSE:

- She has never missed work because of a hangover
- She has not consumed alcoholic beverages on the job or during work hours.
- Alcohol has never interfered with any job she has held.
- She has never operated a motor vehicle while impaired

NARCOTIC & ILLEGAL DRUGS USE OR ACTIVITY:

- She has never used marijuana nor any other illegal drug or narcotic.
- She has not used any other form of illegal drug or narcotic.
- She has never been involved in the sale manufacturing or distribution of any illegal drug or narcotic.

CRIMINAL OR QUESTIONABLE ACTIVITIES:

- She has never been a member of any organization that supports, participates in or advocates reckless violence or terrorism.
- ***In 1997, at the age of 18, she shoplifted a $5 dollar ring from the WalMart in Glendale, AZ. The police were called but she was cited and appeared before the judge. She admitted to judge that she had taken the bracelet so he dismissed the charge.***
- ***In 1996, she shoplifted some candy and lip gloss from Smitty's in Phoenix, AZ. The police were called but she was not charged with a crime but released to her mother. Her father was a Phoenix Police officer but he was not living with the family at the time***
- ***Between the ages of 16 & 18 she shoplifted approximately three or four times overall.***
- ***Other then the one time at the age of 18, she has not shoplifted since becoming an adult.***
- She has not been convicted of a felony or a serious crime in court
- She is not wanted anywhere by the police or any judicial authority at the present time.

PERSONAL INFORMATION / ILLEGAL OR DEVIANT SEXUAL ACTIVITY:

- She has not been involved in any illegal or deviant sexual behavior.

MILITARY HISTORY:

- ***She joined the US Army in 1997, but was given a general discharge after only 14 days because at the time she signed up she weighed 103 lbs and then when she weighed in the scales indicated that she had lost weight and only weighed 98 lbs.***
- ***She was not subjected to any disciplinary but received a general discharge out of the Army because she could not meet weight requirements.***

PREVIOUS LAW ENFORCEMENT OFFICER EXPERIENCE:

- She has never deliberately falsified any official record or report as a police officer.
- She has never lied during any departmental investigation or inquiry.
- She has never lied as a witness, or under oath in court.
- She has never falsified any evidence.
- She has never solicited or accepted a bribe.
- She has not used unnecessary physical force in making an arrest, or deliberately mistreated a person she had in custody or under her control.
- She has never stolen anything from a prisoner, or converted items of evidence to her personal use.
- She has never engaged in any type of sex act while on duty.
- She has never given a prisoner any type of contraband.
- She has never used or requested criminal history or confidential records for an unauthorized purpose.
- She has not been subjected to any disciplinary action as an officer that was not previously disclosed and truthfully explained to background investigators during her background interview.

After careful analysis of this subject's charts and, with the admissions eliminated from the relevant questions, it is this examiner's opinion that there are no unexplained emotional responses noted to any of the relevant questions asked.

RLB/clb

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February 7, 2008

Office of the XXXX XXXXX
XXXX North Central, Suite 1500
Phoenix, AZ 85012

Attn: XXXX XXXXXXX

Re: Male Subject (a/k/a Xxx Xxxxx)
File # 080207-01bs

On Thursday February 7, 2008, Male Subject was examined at the Fourth Ave Jail in Phoenix, Arizona, by means of the polygraph technique. The polygraph examination was done at the request of Mr. Subject legal council and was conducted in the level three chapel to determine whether or not he is being truthful when he states that he did not kill John Doe, nor was he present when John Doe was killed.

Male Subject was Identified by his jail ID bracelet as (Xxx Xxxx). During the pre-test interview, Male Subject briefly described his background and explained some of the circumstances surrounding the allegations and charges that he is facing. He also stated again to this examiner that he definitely did not kill John Doe, nor was he present when he was killed. He did state however that he came home and found John dead, and told the girl and guy living at his apartment to get him the body out of his place.

During the examination, Male Subject was asked the following relevant questions, which he answered as indicated:

1. **Regarding John Doe did you kill him?**
   Answer: NO

2. **Did you kill John Doe?**
   Answer: NO

3. **Were you present when John Doe was killed?**
   Answer: NO

The Utah Modified Control Question Technique, which is numerically scored, was utilized for this examination.

Data from four presentations of the questions were obtained, carefully evaluated and subjected to numerical scoring.

The total numerical score, after four charts on the relevant questions was -26. In the system of numerical scoring, developed and validated at the University of Utah, total numerical scores of +6 or -6 are needed to render a decision indicating truthful or deceptive charts respectively. For quality control purposes the charts were presented to a separate examiner without any case information for independent scoring. The examiner providing the independent evaluation on the chart data collected during this examination assigned a score lower then -26, confirming the results documented in this report.

Based on this analysis, and with the information available at the time of the examination, it is the opinion of this examiner that Male Subject was (NOT BEING TRUTHFUL) when he answered the above relevant questions as asked.

Robert L Brothers
Examiner

RLB/clb

Testing Confidentiality

All records are strictly confidential and released only to the parties authorized to receive results and information as indicated and evidenced by the consent form signed by the examinee prior to the examination. All records are maintained and stored in a secure location and kept in accordance with the local standards, not to violate State and/or Federal Law. When files are purged they are shredded or professionally disposed of.

EXPERIENCE

COMPANY HISTORY:

ALETHEIA LLC is a small private investigation agency and full service polygraph company, started in October 2006, by two longstanding examiners, utilizing up to date computer and communications technology to provide confidential and highly professional polygraph services to Arizona's criminal justice community and private sector.

Our examiners are experienced professionals that have been trained and certified by polygraph schools recognized and approved by both the Arizona and American Polygraph Associations, and receive additional training annually in keeping with industry standards:

Robert L Harshman Member in good standing with AZPA, AAPP, APA, ASTM

As a retired DPS sergeant he has over twenty years experience as an Arizona law enforcement professional, and has continued to serve Arizona's law enforcement community since his retirement by providing quality polygraph services to various agencies in the state. He is currently licensed as a private Investigator and was first licensed as a polygraph examiner in the state of Arizona in 1979 after Graduating from Backsters School of Lie Detection in San Diego CA. He has been conducting polygraph tests in Arizona for more then twenty five years. Prior to his certification as a polygraph examiner he received a Bachelor of Arts degree in political science from Arizona State University, and earned a Bachelor of Arts degree in Spanish and did post graduate work from NAU. He also attended Central Bible Institute in Springfield MO, and Western Bible Institute in Phoenix, AZ. He is a licensed minister with Assemblies of God and since his retirement from the Department of Public Safety more then twenty years ago has served as the senior pastor of Guadalupe Assembly of God, a small church in the predominantly Hispanic and native American community of Guadalupe.

Robert L Brothers Member in good standing with AZPA, AAPP, NPA, ASTM

He is a former officer with the AZ Department of Public Safety and a graduate of the Arizona School of Polygraph Science. He has been a certified polygraph examiner for more then twenty years, and was first licensed to conduct polygraph tests in the state of Arizona in 1987. He is a member of the Arizona Polygraph Association, the National Polygraph Association, and the American Association of Police Polygraphists, and is currently licensed in the state of Arizona as a private investigator. He is currently serving Arizona's Criminal Justice community by providing quality polygraph tests for the legal community on criminal and sex offense issues as well as applicant screening for various law enforcement and correctional agencies. He is also certified to conduct Post Conviction Sex Offender Testing. He has been a private business owner for more the twenty years and has worked for several years in youth and cross cultural ministry and currently hold ministerial credentials with Assemblies of God.

REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

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

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.

2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.

3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.

4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.

5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.

6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.

7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.

8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.

9. **New:** All items shall be new, unless otherwise stated in the specifications.

10. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or 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 bid that requires payment in less than thirty (30) days shall not be considered.

11. **Payment** Discounts: Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date 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 bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

STANDARD TERMS AND CONDITIONS

Materials Management Procurement
8314 West Cinnabar Avenue
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 Vendor certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

   c. The Vendor 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 vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, 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 Contractor or any agent or representative of the Contractor, 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 Contractor 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, 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 warrants, for the term of this agreement and for six months thereafter, that is 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.

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 Contractor 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 Vendor 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 Contractor, and such written contract shall govern in case of conflict with the applicable requirements

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stated in the Solicitation or the Vendor'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 Contractor.

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 Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor 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 pervious 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 contact. 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 Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor 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 contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor'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 Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor'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 Contractor 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.

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

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

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

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 Contractor 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; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; 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. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

    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.

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

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.

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. 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 material and/or service shall not pass to the City until the City actually receives the material or 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:** Contractor 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. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. **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 as applicable to this Contract.

29. **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 Contractor or any other person except with the prior written permission of the City.

30. **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

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

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.

31. **COST OF BID/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.

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.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35. **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.

36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **Q08-06**

Materials Management Procurement
8314 West Cinnabar Avenue
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 **Polygraph Examination Services.**

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. 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 contractor.

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 ninety (90) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.

5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

   Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6. **Contract Type:** Fixed Price

7. **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.

8. **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.

9. **Affirmative Action Report:** 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.

10. **Submittal Requirements:** **Proposal Submittal & Content Requirements are outlined in detail on Pages 17 – 18.**

11. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

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

12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

    a. Project Scope;
    b. Experience;
    c. Cost Considerations;
    d. References;
    e. Conformance to Request for Proposal.

    The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

14. **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on the behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

15. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

16. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.

17. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

18. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

19. **Insurance Requirements:** The Contractor, at Contractor'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.

    The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the

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

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 Contractor'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 Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor 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 Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor'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.

20. **Required Insurance Coverage**:

a. Commercial General Liability

Contractor 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 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor'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 Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor 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 Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor'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

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

insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor'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 Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor'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 Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to 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.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

23. **Independent Contractor:**

a. General

i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, 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 Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of

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

subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor 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 Contractor.

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

    a. The Contractor 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 Contractor 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.

25. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

26. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. 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 material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

    Any attempt to represent any material and/or 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 contractor.

27. **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.

28. **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.

29. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department.

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

30. **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.

31. **Confidentiality of Records:** The contractor 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 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. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

32. **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.

33. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

34. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

    a. The contractor provides material that does not meet the specifications of the contract;

    b. The contractor fails to adequately perform the services set forth in the specifications of the contract;

    c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

    d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

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

    a. Cancel any contract;

    b. Reserve all rights or claims to damage for breach of any covenants of the contract;

    c. 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-compliance with the specifications, the actual expense of testing shall be borne

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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by the contractor;

d. 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 contractor by:

i. Deduction from an unpaid balance;

ii. Collection against the bid and/or performance bond, or;

iii. Any combination of the above or any other remedies as provided by law.

35. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or

b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

36. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.

ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.

ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accomodations within Peoria can be found on the following website: http://visitpeoriaaz.gov/accommodations.php

Materials Management
Procurement

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

POLYGRAPH EXAMINATION SERVCIES
SCOPE OF WORK

I. INTRODUCTION

The City of Peoria Police Department is requesting proposals to provide polygraph examiner services. These services will provide pre-employment and specific issue examinations and must be administered, scored, and interpreted by a trained professional. Currently, the Peoria Police Department does not employ any staff with the necessary training to conduct these evaluations. In addition, specific polygraph equipment is needed, which the Police Department does not own.

II. SCOPE OF WORK

The contractor shall provide for polygraph examination services for the Peoria Police Department to complete the objectives outlined herein. Specifically, the Contractor shall perform the following tasks:

A. Conduct detailed interviews with applicants based on referral information provided by the City of Peoria Police Department Support Services staff.

B. Perform the polygraph examination. Location of polygraph tests shall be at the contractors' location or if requested, at the City of Peoria Police Department. Contractor's location shall be within a reasonable distance from the boundaries of the City of Peoria.

C. Provide all equipment and supplies necessary to perform polygraph examinations.

D. Administer pre-employment examinations, including follow-up examinations, utilizing City formatted basic questions. Additional questions may be added or basic questions re-worded based on admissions made during the pre-test interview.

E. Attempt to conclusively resolve any "deception indicated responses" by using interview techniques, formulating additional questions and obtaining admissions and/or verified explanations during a post-test interview.

F. Provide a complete, comprehensive report which clearly defines the polygraph test results. Report shall be submitted as a Microsoft Word document via e-mail to the City designee within twenty-four (24) hours of performing the test. Report shall include information given in the pre-polygraph interview and any other information that was discovered during the polygraph test. Additionally, charts, tapes, other reports, etc. shall be furnished as requested by the City.

G. There may be times when expedited service will be necessary. The contractor is asked to comply with these requests to the extent possible.

H. If required, Contractor shall work with the City on report design to ensure the format meets the requirements for the City's hiring, budgeting and contract management purposes.

Materials Management Procurement

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

I. Examination Categories: Contractor shall be required to provide examinations for each category listed below:

1. Pre-employment Examination - includes pre-test interview, examination and post-test interview (if necessary). Approximately 350 pre-employment exams are requested annually.

2. Question Specific Examination - includes pre-test interview, examination and post-test interview (if necessary). Approximately 50 question-specific exams are requested annually.

3. Limited Security Examination – includes pre-test interview, examination and post-test interview (if necessary). Approximately 100 limited security exams are requested annually.

J. Contractor's Staff:

1. Contractor shall provide the City with current credentials (copies of resumes, licenses, polygraph school graduation certificates, continuing education certificates and professional polygraph association memberships in good standing) for all individuals providing direct services to applicants referred by the City.

2. Approval of the addition of new individuals to this contract shall be made through the Peoria Police Department's review of individual's credentials and subsequent execution of a formal written contract amendment through the City's Materials Management Division.

SUBMITTAL REQUIREMENTS

Solicitation Number: Q08-06

Materials Management Procurement

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

I. **PROPOSAL FORMAT:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. The proposals should be submitted in the maximum length of 20 pages. Additional data support information will not be counted in the 20 page limit. DO NOT BIND THE ORIGINAL COPY.

II. **PROPOSAL CONTENT:** The following items shall be addressed in the proposal submission: Failure to provide the requested information below may result in proposal rejection.

A. Project Scope:
- Understanding of the Scope of Work
- Plan and Method of Approach to accomplish the Scope of Work
  - Polygraph administration techniques, including interviewing procedures
  - Equipment and supplies used to perform specification requirements
  - Sample Report – Provide sample examination results report (sample report not counted towards the 20 page limit). Do not reveal actual names in the sample report.
  - Timelines – indicate understanding of timelines necessary to accomplish the required tasks

B. Experience:
- Firm's & Staff's Experience
- Experience with Similar Work
- Location of office performing the services

C. Cost Considerations:
- Offeror shall complete the Price Sheet provided

D. Additional Data Support:
- References from similar projects, use the form provided (not counted towards the 20 page limit)
- Detailed Resumes, licenses, certifications, continuing education (not counted towards the 20 page limit)

E. Exceptions:
- Any exceptions to any part of the RFP must be clearly noted and identified

III. **PROPOSAL EVALUATION:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

a. Project Scope;
b. Experience;
c. Cost Considerations;
d. References;
e. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

Materials Management Procurement

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

IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M., Arizona Time, on March 31, 2008.

Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria
Materials Management
RFQ# Q08-06, Polygraph Examination Services
8314 West Cinnabar
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package. No faxed or electronic proposals will be considered.

All questions regarding this RFP should be directed to Christine Finney, Buyer at (623) 773-7531 or E-mail: Christine.Finney@PeoriaAZ.gov

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.

	PRICE SHEET	Materials Management Procurement
	Solicitation Number: **Q08-06**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Company Name: _____

POLYGRAPH EXAMINATION SERVICES
PRICE SHEET

Description	Price
Pre-Employment Examination (based upon approximately 350 examinations performed annually)	$ _____ Per Applicant
Question Specific Examination (based upon approximately [illegible] examinations performed annually)	$ _____ Per Applicant
Limited Security Examination (based upon approximately 100 examinations performed annually)	$ _____ Per Applicant

SEE ATTACHED

Superseded by BAFO

Marshall G Harshman Member in good standing with AZPA,

He is a recent graduate of the Arizona School of Polygraph Science, and has completed his internship requirements and received certification as a polygraph examiner in 2006. He has also been certified to conduct Post Conviction Sex Offender Testing and is currently serving Arizona as a police officer in the east valley. Prior to pursuing a career in law enforcement and being trained and certified as a polygraph examiner, he received training at Western Bible College in Phoenix Arizona, was licensed for ministry with the Assemblies of God and worked in youth ministry for several years.

COST CONSIDERATIONS

LAW ENFORCEMENT PRE-EMPLOYMENT (Sworn Officer/civilian)

PE-Remote Location..... $150.00
PE-Aletheia Office..... $130.00

VOLUNTEER SCREENINGS

Volunteer Remote Location..... $150.00
Volunteer Aletheia Office..... $120.00

LIMITED SECURITY

PE Contract Employees Remote Location..... $150.00
PE Contract Employees Aletheia Office $120.00

CRIMINAL/ADMIN. ISSUE SPECIFIC EXAMINATIONS

Remote Location..... $350.00
Aletheia Office..... $250.00

COURT/PERSONNEL HEARINGS

Daily Rate..... $500.00

ADDITIONAL REPORTS IF REQUIRED

Hourly Rate..... $ 25.00

ALETHEIA LLC shall offer the following daily rate alternative price incentive.

DAILY RATE ALTERNATIVE PRICING (remote Location) $400.00

Three (3) Pre-Employments for daily rate. Four (4) Volunteers screenings for daily rate
Two (2) Pre-Employments (am only) PLUS+ Two (2) Volunteer screenings for a daily rate.

	QUESTIONNAIRE	Materials Management Procurement
	Solicitation Number: **Q08-06**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Please list a minimum of three (3) owner references (projects of similar size and scope) whom the Materials Management Division may contact:

1. Company: _____
   Contact: _____
   Address: _____
   _____
   Phone: _____

2. Company: _____
   Contact: _____
   Address: _____
   _____
   Phone: _____

SEE ATTACHED

3. Company: _____
   Contact: _____
   Address: _____
   _____
   Phone: _____

REFERENCES

ARIZONA DEPARTMENT OF CORRECTIONS

Joe Profiri
1601 W. Jefferson
Phoenix, AZ 85007

(602) 542-5497

ARIZONA DEPARTMENT OF CORRECTIONS

Wade Woolsey
1601 W. Jefferson
Phoenix, AZ 85007

(602) 542-5497

CITY OF CHANDLER POLICE DEPARTMENT

David LeVoy
250 E. Chicago St. Mailing Address: Mail Stop 303 P.O. 4008
Chandler, AZ 85244-4008

(480) 782-4113

CITY OF CHANDLER POLICE DEPARTMENT

Detectives Eddie Cuthbertson, Kevin Johnson or Gary Pearsall
250 E. Chicago St. Mailing Address: Mail Stop 303 P.O. 4008
Chandler, AZ 85244-4008

(480) 782-4113

CITY OF MARICOPA POLICE DEPARTMENT

Detective Mary Turner-Allen, Officer Christine Pantoja
45145 W. Madison Avenue
Maricopa, AZ 85239

(520) 568-9098

	QUESTIONNAIRE	Materials Management Procurement
	Solicitation Number: **Q08-06**	8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Terms, Conditions or Scope of Work:

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.

ADDITIONAL INFORMATION PROVIDED FOR REVIEW

Arizona Department of Corrections

1601 West Jefferson
Phoenix, Arizona 85007
(602) 542-5497

JANET NAPOLITANO
GOVERNOR

DORA B. SCHRIRO
DIRECTOR

December 10, 2007

Cheryl Brothers
Aletheia LLC
10429 South 51st Street #208
Phoenix, AZ 85044

RE: Experience with Aletheia LLC

Dear Cheryl,

I'd like to take a moment to express appreciation for the great relationship that the Criminal Investigations Bureau of the Arizona Department of Corrections has enjoyed with Aletheia, LLC – both in terms of your product as well as your staff.

Since contracting with Aletheia, LLC for polygraph service, I have had the opportunity to coordinate testing and review completed tests in categories of criminal specific, pre-employment and gang debriefings. I have found Aletheia's testing protocols and written reports to meet the high standard for which I strive.

My experience with Aletheia, LLC time after time solidifies the choice to make you our vendor for polygraph services. From timely delivery of product to great customer service, I am satisfied that Aletheia, LLC is a great partner for the Arizona Department of Corrections – Criminal Investigations Bureau, in it's endeavor to provide safer communities and in the hiring of tomorrows law enforcement professionals.

As always, I look forward to our continued relationship. If I can be of any assistance, please feel free to contact me.

Sincerely,

Joseph S. Profiri, CPM
Office of the Inspector General
Manager, Criminal Investigations Bureau
Arizona Department of Corrections

Chandler • Arizona
Where Values Make The Difference

December 19, 2007

To Whom It May Concern:

The Chandler Police Department has utilized the services of Bob Harshman, through his company, Alethia LLC, for over fifteen years. In 2007, he conducted more than 130 polygraphs for our agency. He has always been professional and competent and has gone out of his way to accommodate the needs of our growing agency. The policy of the Chandler Police Department requires every prospective applicant to undergo a polygraph examination prior to being selected for employment. Mr. Harshman has never failed to meet our needs and always provides us with outstanding service.

If you have any questions, please contact Sergeant David LeVoy at 480-782-4113.

Sincerely,

Sherry Kiyler
Police Chief

SK:sm

Police Department
250 East Chicago Street • Ph. 480-782-4100 • Fax 480-782-4110
Mailing Address: Mail Stop 303 • PO Box 4008 • Chandler AZ 85244-4008
An Internationally Accredited Law Enforcement Agency

City of Maricopa Police Department
45145 W Madison Ave.
Maricopa, Arizona 85239
(520)568-9098

Patrick R Melvin
Chief of Police

Kelly Anderson
Mayor

Brent Murphree
Vice Mayor

Ed Farrell
Council Member

Stephen Baker
Council Member

Kelly Haddad
Council Member

Will Dunn
Council Member

Joe Estes
Council Member

Roger Kolman
Interim
City Manager

This letter is to verify that the City of Maricopa Police Department employs ALETHEIA to conduct all of our Polygraph tests.

Should you have any questions or concerns, please contact me.

Respectfully,

Mary Turner

Sgt. M. Turner
City of Maricopa Police Department
Contact: (520) 316-6800
FAX: (520)316-6888

To Whom It May Concern:

My name is Robert L. Brothers; I reside at 5192 N. Sage St in (Hidden Valley) Maricopa, Arizona 85239. I was born and lived 37 years of my live as Robert L. Harshman II of Phoenix, Arizona on November 2, 1963.

On September 15, 200, I along wit my wife and all four of our children made a petition in the Superior court of Arizona and County of Pinal to change our family name from Harshman to Brothers.

The decision to make this change was made after much consideration. Evidence was presented to our family by parents and grandparents, evidence that showed that our true family name should be Brothers, and that Harshman was not our family's true and correct name. The name Harshman, although used by my parents and paternal grandparents for more than 60 years, was actually assumed by my great-grandfather in the late nineteen-thirties or early forties. He separated from his first wife and family, and after leaving his wife and children in a small town in Pennsylvania, he began using the name "Harshman" which was his mother's maiden name. My grandfather was only 12 years old at the time and elected to go with his father when he left the family. Because his father began using the name Harshman he also began using the name as well. When my grandfather joined the military during the Second World War, he did so under the name Harshman.

Later when he wanted to change it back to Brothers he was advised that if he did it might cause confusion, and that he might have trouble collecting his military benefits. As a result he decided to continue using the name Harshman and married and raised three children under the name.

It was a tough decision, and even though it has not been the easiest thing to do, my immediate family and I decided to set the record straight by having our name legally changed in 2000.

I have included a copy of the court record for your review.

Sincerely,

Robert L. Brothers
(Robert L. Harshman II)

FILED PINAL COUNTY
SUPERIOR COURT
ALMA JENNINGS HAUGHT-CLERK

SEP 15 2000

Petitioner(s): Robert Lee Harshman II
Address: 5192 N. Sage
Maricopa, AZ 85239
Phone: (602) 686-1694

Petitioners in pro per

SUPERIOR COURT OF ARIZONA, COUNTY OF Pinal

In re the Name Change of Robert Lee Harshman II, Cheryl Lanell Harshman, Brock Devin Harshman, Branda Crychelle Harshman, Bryce Michael Harshman, Breanna Lauren Harshman Petitioners.

CASE NO. CV2000048334

ORDER CHANGING NAME
(Family)

BOYD T. JOHNSON DIV IV

The Court having considered petitioners' verified Petition For Change of Name and the testimony received in support thereof, finds: That petitioners have met the residency requirements; that petitioners are persons of legal age or both persons of legal age and their minor child(ren); that the Court has jurisidiction over the matter under A.R.S. §§ 12-601 and 12-602; that the notice requirements of § 12-602 either have been met or are not necessary; that there being no reasonable objection to the requested name changes; and that the petitioners have shown good and sufficient cause for the change of names;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Petition For Change of Name is granted, and the names of Robert Lee Harshman II, Cheryl Lanell Harshman, Brock Devin Harshman, Branda Crychelle Harshman, Bryce Michael Harshman, Breanna Lauren Harshman

be, and the same are changed to Robert Lee Brothers, Cheryl Lanell Brothers, Brock Devin Brothers, Branda Crychelle Brothers, Bryce Michael Brothers, Breanna Lauren Brothers

and IT IS FURTHER ORDERED that the birth records on file with the State Department of Vital Records be amended consistent with this Order.

DONE IN OPEN COURT this 15 day of Sept, 2000

JAMES E. DON

Judge or Court Commissioner

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All rights reserved.

FORM 320

STATE OF ARIZONA
COUNTY OF PINAL

I, ALMA JENNINGS HAUGHT, Clerk of the Superior Court, State of Arizona, in and for the County of Pinal, do hereby certify that I have compared the foregoing copy of a Order Changing Name (Family) 8 J

and of the endorsement thereupon, with the original records of the same remaining in this office, and that all the same are correct transcripts therefrom, and the whole of said original records.

Witness my hand and seal of said Court affixed

this 15 day of Sept 20 00

ALMA JENNINGS HAUGHT, Clerk

By Marilyn M. Cross, Deputy Clerk

Arizona School of Polygraph Science
Incorporated
Phoenix, Arizona

Graduate Certificate

Know all by these present that

ROBERT LEE HARSHMAN II

has demonstrated the attainment of proficiency in the execution and diagnosis of polygraph examinations conducted during the completion of the secondary residential phase of the Arizona School of Polygraph Science Training Team.

Having fulfilled the requirements for graduation, it pleases us to confer this certificate of graduation on behalf of the Arizona School of Polygraph Science, Inc.

In witness whereof we have set our hands and seal the 14th day of May 1987.

President

Director

Arizona School of Polygraph Science
Incorporated
Phoenix, Arizona

Certificate of Training

This is to certify that

ROBERT L. HARSHMAN II

Has satisfactorily completed the initial resident phase of study prescribed by this Institution and is hereby endorsed as qualified to pursue the secondary In-Service Proficiency program of practical examination execution leading toward fulfillment of the requirements for a Graduate Certificate.

In witness whereof we have set our hands and seal this 14th day of March 1986.

President

Director

ARIZONA POLYGRAPH ASSOCIATION
Hereby certifies that

Robert L. Harshman II

attended and successfully completed a specialized course
on the F.B.I. technique of interviewing and interrogation
(eight hour course)
conducted in Scottsdale, Arizona, April 25, 1987.

President, Arizona Polygraph Association

Instructor

State of Arizona
Polygraph Examiners License

ROBERT LEE HARSHMAN II
4423 SOUTH 48th STREET
TEMPE, ARIZONA 85282

Pursuant to the provisions of Title 32, Chapter 27, A.R.S.,

ROBERT LEE HARSHMAN II

is a licensed Polygraph Examiner in the State of Arizona

in witness Whereof, The Director of the Arizona Department of Public Safety

has caused this certificate to be issued

this 15th *day of* April, *19* 91.

GREAT SEAL OF THE STATE OF ARIZONA — DITAT DEUS — 1912

8604008
License No.

Signature of Licensee

April 16, 1992
Expiration Date

Director

(NON TRANSFERABLE)

DPS 802-10002 1/90

State of Arizona
Private Investigation Business License

ALETHEIA INVESTIGATIONS
907 WEST MC DOWELL ROAD
PHOENIX, ARIZONA 85007

Pursuant to the provisions of Title 32, Chapter 24, A. R. S.

ROBERT LEE HARSHMAN/Qualifying Party

is licensed to conduct a Private Investigation business in the State of Arizona

In Witness Whereof, *the Director of the Department of Public Safety has*

caused this certificate to be issued this 30 *day of* February, *1989*

GREAT SEAL OF THE STATE OF ARIZONA — DITAT DEUS — 1912

DIRECTOR

SIGNATURE OF LICENSEE

8901016
LICENSE NO.

(NONTRANSFERABLE)

January 25, 1990
EXPIRATION DATE

ISSUED BY THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

DPS 802-06197

Height	Weight	Hair	Eyes	D.O.B.
5-9	160	Bro	Blu	11-2-63

Lic # 8901016
Firm Alethia Investigations
P.O. Box 27313
City Tempe 85285
EXPIRE DATE 1-25-94
Signature

Index Fingerprint

PRIVATE INVESTIGATOR

00600865

Robert L. Harshman II

ARIZONA POLYGRAPH ASSOCIATION

Certificate of Membership

Know all men by these present that

ROBERT HARSHMAN, JR.

is a member in good standing

Class of membership **Member**

AIMS AND PURPOSE
Dedicated To
The protection of the public
by improvement of the qualifications of Arizona
Polygraph Examiners through Education, Professional
Ethics and Achievement

IN WITNESS THEREOF THE ARIZONA POLYGRAPH ASSOCIATION HAS CAUSED

Felipe Diaz, Jr. — To fix his signature hereon on this the 1st
President

day of January 2000

Myrle A. Canadon — Attest
Vice President

Helen Moody — Attest
Secretary

Property of Arizona Polygraph Association

DEDICATED TO TRUTH

To be returned if membership ceases

© GOES 448

LITHO. IN U.S.A.

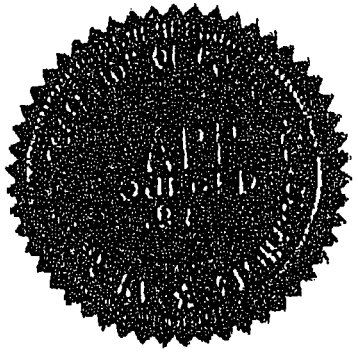
The
American Association of Police Polygraphists

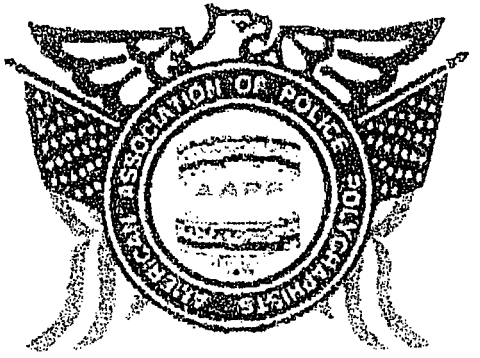
Certifies that:

Robert L. Brothers

Membership # 2789

has complied with all requirements of the Constitution and By-Laws of The American Association of Police Polygraphists, is hereby declared a Member, with all rights and privileges appertaining thereto and with the duty of binding together in principle and acts, the professional Police Polygraphist so as to create a better relationship and reciprocal opportunities for exchange of information within the profession of Police Polygraphists.





Donald J. Imbordino, President

Bob Heard, Secretary

May 15, 2007

This Certificate remains the property of the American Association of Police Polygraphists.

NATIONAL POLYGRAPH ASSOCIATION

OUR NATION'S TRUTH SEEKERS

Upon the Recommendation of the Board of Directors of the National Polygraph Association after having met the Standards for Membership as required by the Constitution and Bylaws confers this

CERTIFICATE OF MEMBERSHIP

Robert Brothers

Membership Number 614 conferred this 7th day of April, 2007 and shall remain in effect as long as the member is in good standing and compliance with the Membership Requirements as set forth by the National Polygraph Association, Inc.

George Baranowski
President

Paula Baranowski
Secretary

This Certificate is the Property of the National Polygraph Association and shall be returned upon request by the Board of Directors

THE BACKSTER SCHOOL OF LIE DETECTION

This is to Certify That

Robert Brothers

Attended the 50th Annual Work Conference
December 3-7, 2007

BACKSTER ASSOCIATES, INC.
861 SIXTH AVENUE, SUITE 403
SAN DIEGO, CALIFORNIA 92101

Cleve Backster
Signature

Date

Dain Henson Phillips December 7, 2007
Signature

Date

THE BACKSTER SCHOOL OF LIE DETECTION

FIFTIETH ANNUAL FIVE-DAY POLYGRAPH WORK CONFERENCE

TO BE HELD AT THE KONA KAI HOTEL AT SHELTER ISLAND
1551 SHELTER ISLAND DRIVE, SAN DIEGO, CALIFORNIA 92106

DECEMBER 3-7, 2007

SCOPE OF PROGRAM:

- Cleve Backster - Historical review of the source and evolution of the three Backster Zone Comparison Technique variations.
- Shirley Sturm, M.A. - Physiology
- Cleve Backster - Thorough indoctrination in the specialized purpose and structure of the Zone Comparison S-K-Y test, (suspect/know for sure/did you).
- T. V. O'Malley - EPPA
- Cleve Backster - Special polygraph pretest precautions as related to the sustained effectiveness of the utilized comparison questions.
- Skip Webb – Pre -Test Interview
- James Matte, Ph. D. - Examination and cross examination of polygraph related experts.
- Carol Atkinson, Ph.D. - Post-conviction sex offender testing (8 hours)

This course has been certified as meeting or exceeding the standards set forth under the provisions of the Federal Polygraph Continuing Education Certification Program (FPCECP). Federal or State students attending will receive 40 hours of credit toward fulfilling their continuing education certification.

THE CONFERENCE:

This is a very special work conference with several top presenters to celebrate Cleve's 50th. Don't miss this special event to be held at the Kona Kai Resort Hotel on Shelter Island.

REGISTRATION:

Registration will be held at 8:00 a.m., Monday, December 3, 2007 in the Point Loma III conference room at the Kona Kai Hotel at Shelter Island. The advance registration fee is $500.00. Registration at the door will be $525.00.
NOTE: If staying at the Kona Kai Hotel, please make your own reservations **before November 2, 2007**. After that date the government rate of **$131.00** will not be available. To make reservations call 800-566-2524 and ask for a room for the **Backster School of Lie Detection conference.**
Cut and return the registration form below to: The Backster School of Lie Detection, 861 6th Ave., Suite 403, San Diego CA 92101. Telephone (619) 233-6669 FAX (619) 233-3441 e-mail: clevebackster@cs.com

- -

Enclosed please find tuition in the amount of $500.00 for the Fiftieth Annual Polygraph Examiner Work Conference scheduled December 3-7, 2007.

Name__________________________ Affiliation__________________________

Home Address__________________________ Office Address__________________________

City/State/Zip__________________________ City/State/Zip__________________________

Telephone__________________________ Telephone__________________________

Lafayette Instrument Company

FACTORY TRAINED
LX-4000 COMPUTER POLYGRAPH USER

Presented To:

Robert Brothers

on this 16th day of November, 2007
For the successful completion of 12 hours of advanced training of the Lafayette LX-4000 Computerized Polygraph System and your proven proficiency in its use.

Roger B McClellan
Roger McClellan, President

Christopher L. Fausett
Christopher L. Fausett, VP/Polygraph

AAPP recgonize's 11.5 hours for continuning education credit.

THE KENTUCKY INSTITUTE FOR POLYGRAPH STUDIES

Certifyng that

Robert Brothers

has successfully completed a forty (40) hour advanced & specialized training course in

Post Conviction Sex Offender Testing

presented between May 8 and May 12, 2006
in Richmond, Kentucky by the Kentucky Institute for Polygraph Studies &
the American International Institute of Polygraph and
is therefore entitled to this Certificate.

Richard Kurtz, KIPS Director

Charles Slupski, AIIP Director

CERTIFICATE OF ATTENDANCE

Is hereby awarded to

Robert Brothers

to certify completion of 8 hours of instruction in

Physiology, Psychology and Recent Polygraph Research

Louis Rovner, Ph.D., INSTRUCTOR

Course Date: October 27, 2006 Location: Tempe, AZ

Sponsored by

ARIZONA POLYGRAPH ASSOCIATION

President Jack L Ogden Instructor

AMERICAN POLYGRAPH ASSOCIATION

DEDICATED TO TRUTH

AMERICAN POLYGRAPH ASSOCIATION

Certificate of Membership

Know all men by these presents that

Robert L. Harshman

is a member in good standing

Class of membership Full Member

AIMS AND PURPOSES

Dedicated to
the improvement of the Qualifications
of Polygraph Examiners through high standards of professional
ethics, conduct, education and achievement.

In witness whereof the American Polygraph Association has caused

Donald J. Krapohl — PRESIDENT

to fix his signature hereon, on this the 18th

day of April 2007

Vickie J Murphy — SECRETARY

Attest

DEDICATED TO TRUTH

PROPERTY OF A.P.A. TO BE RETURNED IF MEMBERSHIP CEASES.

The
American Association of Police Polygraphists

Certifies that:

Robert L. Harshman

Membership # 2788

has complied with all requirements of the Constitution and By-Laws of The American Association of Police Polygraphists, is hereby declared a Member, with all rights and privileges appertaining thereto and with the duty of binding together in principle and acts, the professional Police Polygraphist so as to create a better relationship and reciprocal opportunities for exchange of information within the profession of Police Polygraphists.

Donald J. Imbordino, President

Bob Heard, Secretary

May 15, 2007

This Certificate remains the property of the American Association of Police Polygraphists.

THE BACKSTER SCHOOL OF LIE DETECTION

This is to Certify That

Robert Harshman

Attended the 50th Annual Work Conference
December 3-7, 2007

BACKSTER ASSOCIATES, INC.
861 SIXTH AVENUE, SUITE 403
SAN DIEGO, CALIFORNIA 92101

Cleve Backster
Signature

Date

Dani Henson Phillips
Signature

December 7, 2007
Date

THE BACKSTER SCHOOL OF LIE DETECTION

FIFTIETH ANNUAL FIVE-DAY POLYGRAPH WORK CONFERENCE

TO BE HELD AT THE KONA KAI HOTEL AT SHELTER ISLAND

1551 SHELTER ISLAND DRIVE, SAN DIEGO, CALIFORNIA 92106

DECEMBER 3-7, 2007

SCOPE OF PROGRAM:

- Cleve Backster - Historical review of the source and evolution of the three Backster Zone Comparison Technique variations.
- Shirley Sturm, M.A. - Physiology
- Cleve Backster - Thorough indoctrination in the specialized purpose and structure of the Zone Comparison S-K-Y test, (suspect/know for sure/did you).
- T. V. O'Malley - EPPA
- Cleve Backster - Special polygraph pretest precautions as related to the sustained effectiveness of the utilized comparison questions.
- Skip Webb – Pre -Test Interview
- James Matte, Ph. D. - Examination and cross examination of polygraph related experts.
- Carol Atkinson, Ph.D. - Post-conviction sex offender testing (8 hours)

This course has been certified as meeting or exceeding the standards set forth under the provisions of the Federal Polygraph Continuing Education Certification Program (FPCECP). Federal or State students attending will receive 40 hours of credit toward fulfilling their continuing education certification.

THE CONFERENCE:

This is a very special work conference with several top presenters to celebrate Cleve's 50th. Don't miss this special event to be held at the Kona Kai Resort Hotel on Shelter Island.

REGISTRATION:

Registration will be held at 8:00 a.m., Monday, December 3, 2007 in the Point Loma III conference room at the Kona Kai Hotel at Shelter Island. The advance registration fee is $500.00. Registration at the door will be $525.00.

NOTE: If staying at the Kona Kai Hotel, please make your own reservations **before November 2, 2007**. After that date the government rate of **$131.00** will not be available. To make reservations call 800-566-2524 and ask for a room for the Backster School of Lie Detection conference.

Cut and return the registration form below to: The Backster School of Lie Detection, 861 6th Ave., Suite 403, San Diego CA 92101. Telephone (619) 233-6669 FAX (619) 233-3441 e-mail: clevebackster@cs.com

- -

Enclosed please find tuition in the amount of $500.00 for the Fiftieth Annual Polygraph Examiner Work Conference scheduled December 3-7, 2007.

Name____________________ Affiliation____________________

Home Address____________________ Office Address____________________

City/State/Zip____________________ City/State/Zip____________________

Telephone____________________ Telephone____________________

CERTIFICATE OF ATTENDANCE

Is hereby awarded to

Robert Harshman, Sr.

to certify completion of 8 hours of instruction in

Physiology, Psychology and Recent Polygraph Research

Louis Rovner, Ph.D., INSTRUCTOR

Course Date: October 27, 2006 Location: Tempe, AZ

Sponsored by

ARIZONA POLYGRAPH ASSOCIATION

President _____ Instructor _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 06/04/07

PRODUCER
AMIS/Alliance Mktg & Ins. Serv
License # 0732784
P.O. Box 567
San Marcos, CA 92079-0567

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
ALETHEIA LLC
10429 S 51ST STREET, SUITE 202

PHOENIX, AZ 85239

INSURERS AFFORDING COVERAGE

INSURER A: FIRST MERCURY INSURANCE COMPANY
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X ERRORS & OMISS X OWNERS & CONTR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	FMMI013521	05-01-07	05-01-08	EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$100,000
					MED EXP (Any one person)	$5,000
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$2,000,000
					PRODUCTS - COMP/OP AGG	$1,000,000
					BLKT CONTR	1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

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

ARIZONA DEPARTMENT OF CORRECTIONS IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE WORK PERFORMED BY THE NAMED INSURED.
BLANKET CONTRACTUAL LIABILITY - WRITTEN & ORAL: $1,000,000 PER OCCURRENCE.
INVESTIGATIONS, AZ --

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: ____

ARIZONA DEPARTMENT OF CORRECTIONS
1831 W JEFFERSON STREET
PHOENIX AZ 85007

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

© ACORD CORPORATION 1988

CERTIFICATE OF INSURANCE

SOLICITATION NO. 070110DC

ARIZONA STATE
DEPARTMENT OF CORRECTIONS
1601 W. Jefferson
MC #55302
PHOENIX, ARIZONA 85007

VENDOR

COMPANY LETTER	COMPANIES AFFORDING COVERAGE	Current A.M. Best Rating
A		
B		
C		
D		

STATE FARM INSURANCE

ERIK LANGHOFER, CLU, Agent
3902 E. Chandler Blvd., #1
Phoenix, Arizona 85044
Bus. (480) 759-3145
FAX (480) 759-3669

NAME AND ADDRESS OF INSURED:
ROBERT & CHERYL BROTHERS
5192 N. SAGE ST.
MARICOPA, AZ 85239

This is to Certify that the Policies of Insurance listed below have been issued to the Insured Named above for the Policy period indicated.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YR)	POLICY EXPIRATION DATE (MM/DD/YR)	LIMITS (.000)
	GENERAL LIABILITY Commercial General Liability Occurrence- Claims Made Owner's & Contractors Prot. Per Project Product/Completed Operations				General Aggregate $____ Products-Comp/OP AGG $____ Personal & ADV Injury $____ Each Occurrence $____ Fire Damage (Any One Fire) $____ Med. Expenses (Any One Person) $____
	AUTOMOBILE LIABILITY Any Auto All Owned Autos All Owned Autos (Non-Priv. Pass) Scheduled Autos Hired Autos Non-Owned Autos Garage Liability		5-18-07	10-18-07	Bodily Injury (Per Person) $____ Bodily Injury (Per Accident) $____ Property Damage $____ $1 MILLION SLC
	PROFESSIONAL LIABILITY Type _____ Claims Made or Occurrence				Each Occurrence $____ Aggregate $____
	EXCESS LIABILITY Umbrella Form Other than Umbrella Form				Each Occurrence $____ Aggregate $____
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				Statutory Limits Each Accident $____ Disease-Policy Limit $____ Disease-Each Employee $____
	Builders Risk				
	Other				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURERS AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER/ADDITIONAL INSURED
Arizona Department of Corrections
1601 W. Jefferson, M/C 55302
Phoenix, AZ 85007

AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY
SIGNATURE Erik Langhofer, by Maria Granello, LSA-5
DATE 6-6-07

DOC FORM 221INS (DOC 8/02)

ORIGINAL

CONTRACT AMENDMENT

Solicitation No RFQ 08-06 Page 1 of 2
Description Polygraph Examination Services
Amendment No One (1) Date 01/28/09

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

Buyer Christine Finney

A In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended **The new contract term is 05/01/09 to 04/30/10.**

B 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 / Date	Typed Name and Title	Company Name
Cheryl Brothers 3-20-09	Cheryl Brothers	Aletheia LLC

Address	City	State	Zip Code
10429 S 51st St Suite 208	Phoenix	AZ	85044

Attested by

Mary Jo Kief, City Clerk

Requested by

Recommended by

Ellen Van Riper, Assistant City Attorney

CC Number

ACON26108A
Contract Number

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

_____, _____, at Peoria, Arizona

Official File

Herman F Koebergen Materials Manager

City Seal

(Rev 02/01/08)

A CON 26108A

CONTRACT AMENDMENT

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

Buyer Christine Finney

Description Polygraph Examination Services
Amendment No One (1) Date 01/28/09

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 is 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 **RIGH T 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 RE CORD.** 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

ORIGINAL

CONTRACT AMENDMENT

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

Solicitation No: RFQ 08-06 Page 1 of 1
Description: Polygraph Examination Services
Amendment No: Two (2) Date: 1/25/2010

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/30/10.

NEW CONTRACT TERM:

~~Contract Term: 05/01/10 to 04/30/11~~

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

Cheryl L. Brothers 3-02-10	Cheryl Brothers		Aletheia LLC
Signature / Date	Typed Name and Title		Company Name
~~10429 S. 51st St. Suite 208~~	~~Phoenix~~	~~AZ~~	~~85044~~
Address	City	State	Zip Code
P.O. Box 27313	Tempe	AZ	85285

Attested by:
Mary Jo Waddell
Mary Jo Waddell, City Clerk

Requested by:
Christine Finney 1-28-10

Recommended by:
Ellen Van Riper, Assistant City Attorney

CC Number

ACON26108B
Contract Number:

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

The above referenced Contract Amendment is hereby Executed April 16, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

Official File

City Seal

(Rev 02/01/08)

A CON 26108B

CONTRACT AMENDMENT

Solicitation No. RFQ 08-06 Page 1 of 1

Description: Polygraph Examination Services

Amendment No. Three (3) Date: 11/24/10

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

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 04/30/11 and is hereby extended. **The new contract term is 05/01/11 to 04/30/12.**

In addition, the following 24-hour cancellation policy is incorporated into the contract:

"If an examinee fails to show for a polygraph examination appointment at the scheduled date and time, this is considered a "no-show" and will be billed to the City at the full polygraph exam rate. The Peoria Police Department may cancel or reschedule an examination provided 24-hours advance notification is given to the contractor. There will be no charge for polygraph examinations cancelled within 24-hours of the scheduled appointment. In the event 24-hour advance notice is not possible, the Peoria Police Department may elect to send a replacement candidate."

All other provisions of the contract shall remain in their entirety.

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

Signature	Date	Typed Name and Title	Company Name
Cheryl L Brothers	2/28/2011	Cheryl Brothers	Aletheia, LLC

Address	City	State	Zip Code
P.O. Box 27313	Tempe	AZ	85285

Attested By:
Wanda Nelson
Wanda Nelson, City Clerk

Director: Larry Ratcliff, Chief of Police

Department Rep: Dee Dyson, Police Lieutenant

Approved as to Form: Stephen M. Kemp, City Attorney
Ellen Van Riper, Assistant City Attorney

The above referenced Contract Amendment is hereby Executed

March 2, 2011, at Peoria, Arizona

Herman F. Koebergen, Materials Manager
for

CC Number

ACON26108C
Contract Number

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 01/05/09)

Official File

A CON 26108C

CONTRACT AMENDMENT

Solicitation No: RFQ 08-06 Page 1 of 1
Description: Polygraph Examination Services
Amendment No: Four (4) Date: 1/12/2012

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

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/30/12. LAST YEAR OF CONTRACT

NEW CONTRACT TERM:

Contract Term: 05/01/12 to 04/30/13

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

Signature	Date	Typed Name and Title	Company Name
Cheryl L. Brothers	3-26-12	Cheryl Brothers	Aletheia LLC

Address	City	State	Zip Code
P.O. Box 27313	Tempe	AZ	85285

Attested by: Wanda Nelson
Wanda Nelson, City Clerk

Roy Minter, Chief of Police

Teresa Corless
Dept Rep: Teresa Corless

CC Number

ACON26108D
Contract Number:

Cheryl a Bro for
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
April 5, 2012, at Peoria, Arizona.

Dan Zenko
Dan Zenko, Material Management Supervisor

Official File

City Seal
(Rev 02/01/08)

A CON 26108D