

**CONTRACT FOR PRE-EMPLOYMENT POLYGRAPH EXAMINATIONS
TO THE CITY OF DURHAM POLICE DEPARTMENT**

This contract is made and entered into as of the 18th day of June, 2012, by the City of Durham ("City") and NC Polygraph Services, Inc. ("Contractor"), a corporation organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. In order to determine suitability for employment, the City wishes to hire a Contractor to provide pre-employment polygraph examinations for sworn and selected non-sworn City of Durham Police Department applicants.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor's. The Contractor shall perform the Work described in the City's Request for Proposal (RFP), Police Polygraph Examinations, Section 5.01, titled "Scope of Work" and Section 5.02, titled "Deliverables," (Attachment A) and the Contractor's Proposal For Police Polygraph Examinations, Section I, titled "Deliverables," Section II, titled "Methodology Used For The Project," Section III, titled "Management Plan for the Project," and Section IV, titled "Instrumentation", Section VI, titled "Service Contingency Plan", and Section XI, titled "Cost Proposal/Pricing" (Attachment B).

The Contractor shall not publish or disclose to third parties in any way whatsoever, any information, results, conclusions, studies or other data of any kind arising directly or indirectly from the Contractor's performance under this Agreement without prior review by the City of the final proposed publication or disclosure draft, and written permission from the City to publish or disclose such draft or portion thereof. The City shall not be obligated to give such permission.

In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Term of Agreement. The term of the Agreement shall commence upon the date on which this contract was made and entered into and shall terminate on June 30, 2015, unless otherwise terminated in accordance with the terms of this agreement. Both parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor's Billings to City. Compensation. The City shall pay the Contractor for completion of all items of Work pursuant to this contract as follows:

\$225 per examination. The total maximum cost that the City shall pay to the Contractor pursuant to this agreement is \$56,250.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. No payment will be made for "no shows" or other cases where no services have been provided.

Prior to the issuance of any payments by the City, the Contractor shall send an invoice to the City for the amount to be paid pursuant to this contract. Each invoice shall document and describe to the reasonable satisfaction of the City the Work being invoiced. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec.6. Insurance. Contractor shall maintain insurance for not less than the following:

Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$1,000,000 per occurrence, with an annual aggregate on not less than \$2,000,000.

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$2,000,000
- City of Durham must be named additional insured

Professional Liability, covering:

- Covering claims arising out of professional advisement / consultation services performed in connection with this contract

- Combined single limit not less than \$1,000,000 per occurrence; if coverage is only available on claims made basis, then additional coverage requirements may apply, subject to review of City Finance Director

Workers' Compensation Insurance, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate:

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:
City of Durham,
(Department's Address)
- Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Attachments. The following attachments are made a part of this contract:

Attachment A, City's Request for Proposal (RFP), Police Polygraph Examinations, Section 5.01, Scope of Work and Section 5.02, Deliverables, containing three (3) pages.

Attachment B, Contractor's Proposal for Police Polygraph Examinations, Section I, titled "Deliverables," Section II, titled "Methodology Used For The Project," Section III, titled "Management Plan for the Project," Section IV, titled "Instrumentation," Section VI,

titled "Service Contingency Plan", and Section XI, titled "Cost Proposal/Pricing" containing three (3) pages.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. If a conflict arises between a supplemental term or condition included in Attachment B and a term or condition of Attachment A, the term or condition of Attachment A will prevail.

Sec. 9. Notice.

(a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, e-mail, Federal Express, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Kathleen S. Koechling
Personnel Services Manager
Durham Police Department
505 West Chapel Hill Street
Durham, NC 27701
The phone number is 919-560-4402 x29155
The e-mail address is kathy.koechling@durhamnc.gov

To the Contractor:

Melissa Reigher, President
NC Polygraph Services, Inc.
3029-107 Stonybrook Drive
Raleigh, NC 27604
The phone number is (919) 637-2024
The e-mail address is ncpolygraph@nc.rr.com

b) Change of Address. Date Notice Deemed Given. A change of address, phone number, e-mail address or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by email. If the notice or other communication is sent by Federal Express or United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the carrier or upon actual delivery, whichever first occurs.

Sec. 10. Indemnification.

(a) To the maximum extent allowed by law, the contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its

duties under this subsection "a," the contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

(b) **Definitions.** As used in subsection "a" above, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, and interest and reasonable attorneys' fees assessed as part of any such item. "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the contractor.

(c) **Other Provisions Separate.** Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

(d) **Survival.** This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the contractor under this contract.

Sec. 11. Miscellaneous

a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the contractor is not a natural person (for instance, the contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the contractor. This subsection (ii) does not apply while the contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent,

the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this contract the contractor agrees as follows: (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The contractor shall in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance

with that article is binding on the contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the contractor in writing of the deficiencies. The contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 12. Termination for Convenience ("TFC").

(a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

(b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon

afterwards as is practical, the contractor shall give the City all Work, including partly completed Work. In case of TFC, the contractor shall follow the City's instructions as to which subcontracts to terminate.

(c) *Payment.* The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

IN WITNESS WHEREOF, the City and the contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

By: _____

Pre-audit certificate, _____

NC POLYGRAPH SERVICES, INC.

ATTEST:

By: Melissa Reigher
Melissa Reigher, President

(Affix corporate seal.)

Secretary

Date: 5/21/2012

State of NC
County of Johnston

ACKNOWLEDGMENT BY CORPORATION

I, TINA V. MASON a notary public in and for the aforesaid county and state, certify that Melissa Reiger personally appeared before me this day and stated that she is President of NC Polygraph Services, Inc., a corporation, and that by authority duly given and as the act of the corporation, he signed the foregoing contract with the City of Durham and the corporate seal was affixed thereto. This the 21 day of May, 2012.

Tina V. Mason
Notary Public

My commission expires:
10-30-2013

Tina V Mason
Notary Public
Wake County, NC

ATTACHMENT A

City's Request for Proposal (RFP)

5.01

Scope of Work

During the contract period, the contractor shall administer pre-employment polygraph examinations which, to the reasonable satisfaction of the City, explore applicants' personal background and employment histories to determine their suitability for employment as Durham City police officers. Such examinations shall include, but are not limited to, inquiries regarding each applicant's prior criminal intent and conduct; alcohol and drug possession, use, and any and all activities related thereto; and prior personnel actions and investigations. Each pre-employment polygraph examination shall be conducted at the Contractor's place of business at a date and time mutually agreed upon by the parties. Within two (2) business days from the administration of the pre-employment polygraph examination, the Contractor shall provide a written report to the City detailing the examination results and the factual basis for such assessment. Upon request by the City, the Contractor shall provide the City with all materials used in conducting any polygraph examination for the City and the subject's responses to said examination. Written reports, and to the extent requested, examination materials and examination responses, are to become, upon receipt by the City, the exclusive property of the City and the Contractor will consider all information obtained and professional opinions formed confidential.

The examination must be conducted in accordance with the Americans with Disabilities Act (ADA) because the psychological evaluation is considered "medical" in that it may provide evidence that could lead to identifying a mental or emotional disorder or impairment; therefore, the polygraph examination is conducted after a conditional offer of employment. The polygraph examiner will comply with all legal guidelines, and with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).

Copies of all test results, interview questions and responses, memos, e-mails, and any other data on the candidates are maintained by the polygraph examiner in a secure area for at least five years after the examination, including time subsequent to the ending date of the contract.

Approximately 250 evaluations will be needed during the three (3) years of the contract.

5.02 Deliverables

The contractor will be required to provide the following deliverables:

[a] Provide appointments within two (2) business days of the police department request for pre-employment polygraph examinations. Special accommodations may be needed for out-of-state applicants.

[b] Prior to the administration of any polygraph examination, the candidate should sign the appropriate documents and an informed consent to the conditions of the evaluation. The informed consent should clearly state the Durham Police Department is the client.

[c] Provide a series of questions designed to determine suitability for law enforcement positions and appropriate for the post-conditional offer phase of assessment. Ensure that all tests administered are validated to be job related, nondiscriminatory, and predict job success in performing the essential functions of a law enforcement officer.

[d] Provide all examination equipment, taped and written instructions, and other materials as needed.

[e] Provide the examination in a location that is within thirty-five (35) miles of the Durham Police Headquarters at 505 West Chapel Hill Street in Durham, NC.

[f] Provide a report and recommendation to the police department within two (2) business days after the examination. These reports shall evaluate the suitability of the candidate for the position based upon an analysis of all polygraph materials. Reports shall contain a recommendation for employment based on the results of the examination, justification for the recommendation and/or rating, and any reservations that the polygraph examiner might have regarding the validity or reliability of the results. The report will be delivered only to the designated department representative.

[g] Ensure that all communications with the Police Department are confidential. Letters or memos are to be marked "confidential." Any electronic communications with the department will contain the wording "Confidential Personnel Information", be password protected, and be sent only to the designated department representative.

[h] Maintain copies of all results, questions and responses, memos, e-mails, and any other data in a secure area for at least five years after the examination, including any time subsequent to the ending date of the contract.

[i] Follow all ADA and other legal guidelines, as well as comply with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).

[j] In order to comply with the Budget Control Act, all invoices will include the name of the applicant and date of testing. No payment will be made for "no shows" or other cases where no service has been provided.

[k] The polygraph examination and results should be legally defensible in court and legal contentions. The polygraph examiner should be prepared to defend all procedures, tests instruments, conclusions, and recommendations if a decision based, even in part, on the polygraph examination is challenged.

ATTACHMENT B

Proposal for Pre-employment Polygraph Services for police applicants for the City of Durham Police Department

I. Deliverables

If awarded the contract under this RFP, NCPS will comply with the following deliverable requirements:

- [a] Appointments will be scheduled within two (2) business days of the police department request for pre-employment polygraph examinations. Special accommodations will be made to accommodate out-of-state applicants.
- [b] Prior to the administration of any polygraph examination, the candidate will sign the appropriate documents and an informed consent to the conditions of the evaluation. The informed consent will clearly state the Durham Police Department is the client.
- [c] A series of questions appropriate for the post-conditional offer phase of applicant assessment will be utilized for the pre-test interview and the physical polygraph examination. The questions throughout the examination process will be structured to determine suitability for law enforcement positions, will be job related and nondiscriminatory and will predict based on past performances and behavior the job success in performing the essential functions of a law enforcement officer.
- [d] All examination equipment, taped and written instructions and other materials will be provided as needed by NCPS.
- [e] The examinations will be conducted at 3029-107 Stonybrook Drive, Raleigh, NC 27604 which is within thirty-five (35) miles of the Durham Police Headquarters at 505 West Chapel Hill Street in Durham, NC.
- [f] A report and recommendation will be submitted in the manner designated (US Mail or email), to the designated department representative within two (2) business days after the examination. The report will evaluate the suitability of the candidate for the position based upon an analysis of all polygraph materials and will contain a recommendation for employment based on the results of the examination, justification for the recommendation and/or rating, and any reservations that the polygraph examiner might have regarding the validity or reliability of the results.

- [g] All paper communications, including letters and memos, with the Police Department will be marked "confidential". All electronic communications with the department will contain the wording "Confidential Personnel Information", be saved in a password protected file, and be sent only to the designated department representative.
- [h] Copies of all results, questions and responses, memos, e-mails, and any other data will be maintained in a secure area or in secure electronic files for at least five years after the examination, including any time subsequent to the ending date of the contract.
- [i] ADA and other applicable legal guidelines, including as applicable with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) will be followed.
- [j] All invoices will include the name of the applicant and date of testing to comply with the Budget Control Act. It is understood that there will be no payment made for "no shows" or other cases where no service has been provided.
- [k] NCPS is prepared to defend its procedures, techniques, instrumentation and conclusions against legal or court contentions. At all times, NCPS representatives will follow standards of performance in keeping with the professional standards of our industry and in accordance with application regulations.

II. Methodology Used for the Project

The following methodology will be used to accomplish the work and to meet the City's project schedule:

- Schedule a timely interview with the applicant upon request
- Instruct the applicant read, complete and sign any appropriate documents, notably including an informed consent form which clearly reflects the Durham Police Department as the client prior to beginning the interview
- Conduct a pre-test interview covering the background areas such as drug use, theft, criminal activity, employment history, credit history, etc.
- Administer a polygraph examination by placing the polygraph attachments on the persons and asking a series of questions including relevant questions to determine suitability to be a police officer
- Review the polygraph charts collected and make a determination based on the physiological data exhibited on the polygraph charts and, if necessary, include any post-test statements given by applicant;
- Submit written report with comprehensive findings sent via email or via US mail stamped which includes a confidential statement

III. Management Plan for the Project

I, the primary examiner, will be the responsible party for

- Scheduling examinations
- Carrying out each step of the polygraph procedure as enumerated above
- Preparing and submitting the polygraph reports described and in the manner stated above
- Making sure all policies, procedures and regulations are followed in the administration of this contract
- Communications with the Department
- Submitting monthly invoices which will enumerate the date of service, name of applicant and unit price for each examination conducted in that physical month.

IV. Instrumentation

NCPS normally uses a computerized Axciton polygraph instrument, computer equipment, and printer to conduct the polygraph and prepare the instrument record.

VI. Service Contingency Plan

In the rare incident where the primary NCPS examiner is unable or unavailable to conduct a pre-employment polygraph examination for the Durham Police Department, another qualified polygraph examiner who has performed polygraphs for other police departments in the past and maintains a current polygraph license will be assigned to conduct the polygraph(s) following the same guidelines as followed by the primary examiner.

XI. Cost Proposal / Pricing

- Examiner's salary – estimated total hours for project 592; approximate \$95.00 per hour
- Equipment costs, upkeep, supplies, maintenance
- Administrative supplies such as copies, faxing, etc.
- Mandatory Insurance – general liability & professional liability
- Mandatory 5-year information storage

Services are offered at

- **Per examination cost of \$225**
- **Estimated annual cost based on 83 examinations/yr \$18,750.00**
- **Estimated three (3) year contract cost \$56,250.00**

SDBE REQUIREMENTS

May 10, 2012

Memo To: Jose Lopez, Chief
Police Department

From: Deborah Giles, Director
Department of Equal Opportunity/Equity Assurance

Subject: Compliance Report – Police Polygraph Examinations

The Equal Opportunity/Equity Assurance Department reviewed the proposal submitted by North Carolina Polygraph Services, Inc. of Raleigh, North Carolina and have determined that they are in compliance with the Ordinance to Promote Equal Business Opportunities in City Contracting.

SDBE REQUIREMENTS

No MSDBE or WSDBE goals were set.

WORKFORCE STATISTICS

Workforce statistics for North Carolina Polygraph Services, Inc. are as follows:

Total Workforce	1	
Total Females	1	(100%)
Total Males	0	(0%)
Black Males	0	(0%)
White Males	0	(0%)
Other Males	0	(0%)
Black Females	0	(0%)
White Females	1	(100%)
Other Females	0	(0%)

Cc: Kathy Koechling

City of Durham Privilege License 2012

Ordinance
EX

Description
EXEMPT

Units
1

Business: North Carolina Polygraph
Address: 3029-107 Stonybrook Drive

North Carolina Polygraph Services, Inc
3029-107 Stonybrook Drive,
Raleigh, NC 27604

*Licenses must comply with all local ordinances or the license may be forfeited.
This receipt is for payment of the privilege license tax under Article V of Chapter
30 of the Durham City Code. This license must be posted conspicuously where
business is conducted.*

Issued By: City Collector of Revenue

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Account No 16206	Date Issued 06/23/2011	Tax Year Beginning 07-01-2011	Tax Year Ending 06-30-2012	Receipt No 113180
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<u>Ordinance</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>	<u>Receipt</u>
EX	EXEMPT	1	\$ 0.00	\$ 0.00	Receipt ID: 113180 Date: 06-23-2011 Time: Rcvd By: PaulMa Reg: 0 Dwr: Pymt No: 0 Type: Cash Chk No: Amt Rcvd: \$ 0.00 Tax: \$ 0.00 Change: \$ 0.00
Total:				\$ 0.00	
North Carolina Polygraph Services, Inc 3029-107 Stonybrook Drive, Raleigh, NC 27604					

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Account No 16206	Date Issued 06/23/2011	Tax Year Beginning 07-01-2011	Tax Year Ending 06-30-2012
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North Carolina Polygraph Services, Inc.

3029-107 Stonybrook Drive
Raleigh, NC 27604

Tele: (919) 637-2024 Fax: (919) 876-5296

May 20, 2012

RE: Automobile Liability Requirement for the Contract for Pre-Employment Polygraph Examinations for the City of Durham

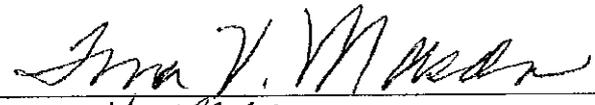
Automobile Liability

We, North Carolina Polygraph Services, Inc. do not have commercial automobile liability insurance as there are no vehicles titled to NCPS, Inc. that will be used in the execution of this contract.



Melissa Reigher, President

Johnston Cty, NC
Sworn to (or affirmed) and subscribed before me this 21 day of May, 2012.

Notary Public 
Tina V. Mason

Official Seal

My commission expires 10-30, 2013.

Tina V Mason
Notary Public
Wake County, NC



North Carolina Polygraph Services, Inc.

3029-107 Stonybrook Drive
Raleigh, NC 27604
Tele: (919) 637-2024 Fax: (919) 876-5296

May 20, 2012

RE: Workers Compensation Requirement for the Contract for Pre-Employment Polygraph Examinations for the City of Durham

Workers Compensation

We, North Carolina Polygraph Services, Inc. are not required by the State of North Carolina to carry workers compensation insurance per the N.C. General Statute as stated below:

Employer's Obligation to Carry Workers Compensation Insurance

Employers are required by statute to carry Workers' Compensation insurance if they employ:

- *three or more employees regularly employed in the same business or establishment, or*
- *one or more employees employed in activities which involve the use or presence of radiation, or*
- *if providing agriculture or domestic services, 10 or more full-time nonseasonal agricultural workers regularly employed by the employer*

See N.C. Gen. Stat. §§ 97-2(1), 97-2(3), 97-93


Melissa Reigher, President

Johnston County, NC

Sworn to (or affirmed) and subscribed before me this 21 day of May, 2012.

Notary Public Tina V. Mason
Tina V. Mason

Official Seal

My commission expires 10-30-, 2013

Tina V Mason
Notary Public
Wake County, NC