Miles Investigations, Inc.

12225 S. W. 2nd St. Suite 200 Beaverton, OR 97005 Phone 503-574-2771 / Fax 503-574-2772 milesore@aol.com /www.milesinvestigations.com

February 23, 2011

Roberta Wagner West Virginia Purchasing Division 2019 Washington St. East PO Box 50130 Charleston, WV 25305-0130

Dear Roberta,

Miles Investigations, Inc. has been performing WIC compliance investigations for over thirteen years. We have performed over four thousand successful undercover compliance investigations for WIC programs across the United States.

We want to put our experience to work for the West Virginia WIC program and greatly hope you find or proposal exceeds your expectations.

Enclosed is our proposal to perform undercover compliance investigations.

Should you require any additional information or wish to discuss our services in person, please do not hesitate to contact me at the above referenced telephone number.

Thank you for considering our proposal.

Very truly yours,

Steven S. Starkel

President

Miles Investigations, Inc.

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- 2. Certificate of Insurance
- 3. Company Brochure
- 4. Signed Addendum #1
- 5. Purchasing Affidavit



State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

WIC11015

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

Miles Investigations 12225 SW 2nd St. Suite 200 Beaverton, OR 97005

HEALTH	AND	HUMAN	RESOURCES
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1 350 CAPITOL STREET, ROOM 519 CHARLESTON, WV 25301-3717 304-558-0030

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GENERAL TERMS &.CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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State of West Virginia Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

WIC11015

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER **3**04-558-0067

HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES

350 CAPITOL STREET, ROOM 519 CHARLESTON, WV

25301-3717 304-558-0030 DATE PRINTED TERMS OF SALE SHIP VIA FO.B. **FREIGHT TERMS** 12/21/2010 BID OPENING DATE: 01:30PM 01/20/2011 BID OPENING TIME CAT LINE QUANTITY LIOP ITEM NUMBER UNITPRICE AMOUNT CANCELLATION | THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES \$UPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. **ФPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY** AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME ΦF WORK.)

QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATE\$ SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY OPPORT OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.

\$\phi\text{RDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.

IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT

SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE フターフフワ 33060<u>92</u> ADDRESS CHANGES TO BE NOTED ABOVE



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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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RFQ NUMBER WIC11015 3

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HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES

350 CAPITOL STREET, ROOM 519 CHARLESTON, WV 25301-3717 304-558-0030

ADDRESS CHANGES TO BE NOTED ABOVE

FREIGHTTERMS SHIP VIA F.O.B. DATE PRINTED TERMS OF SALE 12/21/2010 01:30PM BID OPENING TIME BID OPENING DATE: 01/20/2011 AMOUNT UNIT PRICE QUANTITY UOP ITEM NUMBER LINE SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009 **!NQUIRIES:** WRITTEN QUESTIONS | SHALL BE ACCEPTED THROUGH CLOSE OF QUESTIONS MAY BE SENT VIA USPS. BUSINESS ON 1/4/2 \$\psi 11. IN ORDER TO A\$SURE NO VENDOR FAX, COURIER OR E MAIL RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED GRALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION **PURCHASING DIVISION** 019 WASHINGTON STREET, EAST ¢HARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A WAGNER@WV.GOV EXHIBIT 4 UNLESS THE VENDOR INDICATES LOCAL GOVERNMENT BODIES: IN THE BID HIS REPUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN SEE REVERSE SIDE FOR TERMS AND CONDITIONS 74-2771



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State of West Virginia Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES

350 CAPITOL STREET, ROOM 519 CHARLESTON, WV 25301-3717 304-558-0030.

FREIGHT TERMS SHIP VIA FOB. DATE PRINTED TERMS OF SALE 12/21/2010 BID OPENING DATE: 01/20/2011 BID OPENING TIME 01:30PM CAT AMOUNT QUANTITY UOP ITEM NUMBER UNIT PRICE

> TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST ¢LEARLY INDI¢ATE \$UCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.

REV. 3/88

PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CARD PROGRAM WHICH THE SUCCESSFUL VENDOR is issued through a bank. MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.

NOTICE

SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST

CHARLESTON, WV 25305-0130

PLEASE NOTE A CONVENIENCE COPY WOULD BE APPRECIATED.

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

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HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES

350 CAPITOL STREET, ROOM 519 CHARLESTON, WV 25301-3717 304-558-0030

FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA FOB. 12/21/2010 BID OPENING DATE: 01:30PM 01/20/2011 BID OPENING TIME CAT. AMOUNT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE WIC11015-RFO. NO.:---BID OPENING TIME: |---1|30 PM---PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: Steven S. 503-574-2772 CONTACT PERSON (PLEASE PRINT CLEARLY): ren S. Starkel THIS IS THE END OF RFQ WIC11015 ***** TOTAL: 1/3/00.00 SEE REVERSE SIDE FOR TERMS AND CONDITIONS ADDRESS CHANGES TO BE NOTED ABOVE

Miles Investigations, Inc. Proposal WIC Compliance Investigations Services

A. Vendor will submit a concise description of the vendor's capabilities as follows:

1. Vendor will provide a written response to Section II, Vendor Requirements substantiating license and bonding requirements, as well as evidence that the vendor has a minimum of five years experience providing investigative services.

The application for a West Virginia Private Investigators license has been submitted to the licensing division at the West Virginia Secretary of State office. We have been informed that the application process takes 6 to 8 weeks to process. We have been diligently communicating with this department and anticipate issuance of the license shortly. Steven S. Starkel and Miles Investigations, Inc. are licensed in Virginia, MA, FL, MO, CA, WA, OR, AZ and NV. We have never had a license declined and we anticipate issuance shortly. Our West Virginia purchasing Division Registration number is 223125338.

Miles Investigations, Inc. was established in 1986 and incorporated in the state of California in 1994. We are registered as a foreign corporation with the West Virginia Secretary of State. The corporation was founded by Steven S. Starkel, who serves as the President and CEO of the corporation. A copy of the original Articles of Incorporation is enclosed with this proposal as attachment number one. We offer this as proof of experience.

Mr. Starkel will serve as the Program Manager regarding this contract. Mr. Starkel is domiciled in our Pacific Northwest Regional office at 12225 SW 2nd St. #200 Beaverton, OR 97005. Our mailing address is PO Box 1729 Beaverton, OR 97075. The toll free telephone number is (888)-806-4537, fax: 503-574-2772, email: milesore@aol.com. Our website is milesinvestigations.com. Mr. Starkel will supervise all implementation and servicing of this contract. All of our accounting operations are housed in our Oregon office.

For 23 years, we have provided investigative services in the areas of government contract compliance, insurance claim investigation, asset investigation, fraud, pre-

employment, and litigation support. In these categories we perform undercover compliance investigations, locate witnesses and obtain statements, perform background investigations, conduct surveillance, take statements, locate assets, and provide many other specialized services. We currently represent over 1000 insurance companies, government agencies, self- insured companies, claims administration companies and law firms.

Miles Investigations provides investigative services and is a licensed Private Investigation/Detective firm in Virginia, MA, FL, MO, CA, WA, OR, AZ and NV and soon in WVA. We employ over twenty-five investigators throughout our company. If an emergency arises, we have additional staff in other locations that can be brought in to perform WIC investigations and insure continuity.

We understand the importance of program integrity and the immense benefit the WIC program provides to deserving women, infants and children. We strongly believe our investigations provide a crucial independent verification of the vendor community's practices and our work assists in maintaining program integrity. We are an experienced government contractor and we understand the importance of program compliance.

Miles Investigations, Inc. is currently under contract with the states of Massachusetts 5 years, Missouri 3 years, Kansas 1 year and Arizona 13 years. For the past 5 years we have performed the undercover compliance buys for the Virginia Department of Health. Our Virginia contract was consistently renewed through the maximum renewal options. The current contract was recently sent out for bid. We have additional proposals currently being considered in other states.

We offer proven ability and success meeting the rigorous standards of performance outlined in this RFQ. We have met and exceeded the same service standards with our many WIC clients.

2. Vendor will provide a written response to Section III, Scope of Work, which demonstrates vendor's ability and capability of performing the stated Deliverables. Response will include information relating to vendor's organization, personnel, and experience that substantiates vendor's qualifications and ability to perform the state Deliverables.

Miles Investigations, Inc. has been performing WIC compliance investigations for over 13 years. We are nationally recognized experts in covert WIC investigations

and store inspections. We have planned, coordinated and performed undercover buys throughout each of our client's states. We have performed buys in large chain stores, small and rural stores, convenience stores and at Farmers Markets. We have successfully testified in hearings and our work has never compromised the court proceedings. We have never lost at hearing.

We have performed over <u>four thousand undercover WIC buys in multiple</u> <u>states</u>. We have testified in numerous hearings and presented evidence documenting program abuse and violations. Our work has resulted in vendor sanctions, warnings and terminations. We have worked with State Attorney Generals, State Department of Health attorneys and several local, state and federal law enforcement agencies.

We have performed over <u>one thousand announced and unannounced site visits</u> verifying minimum stock, licensing, cleanliness, and program compliance at stores applying for participation in the WIC program and at stores scheduled for annual monitoring. We have also performed formula audits comparing purchasing receipts to sales receipts at a small neighborhood convenience store allegedly selling over 100,000 of formula per year.

We successfully perform undercover buys in ethnically diverse urban and rural communities and our employees are seasoned compliance shoppers. We have conducted food instrument trafficking buys, short buys, cash buys, obtained rain checks, used expired food instruments, purchased expired foods, and substituted hundreds of non-WIC approved items during transactions. We have documented overcharges and we have successfully testified in numerous hearings resulting in the vendor sanctions, fines, prosecution and removal from the WIC program.

Some of our clients produce food instruments for compliance buys and mail them to our office and other clients provide access their network and we produce food instruments for the buys. We have approved access to the WIC Net system and produced all of the food instruments in Virginia. We have never had any discrepancies with any check stock and passed all audits without discrepancies.

Miles Investigations, Inc. offers a seamless transition into the new contract with minimum training, proven success and experienced staff.

Our services have been approved by the United States Department of Agriculture.

We retain 2 million dollars of insurance coverage for professional liability and errors and omissions. A certificate of insurance is enclosed with this proposal at attachment number two. We retain state mandated workers compensation coverage for our employees.

Key personnel

Steve Starkel

President/CEO: Mr. Starkel President is a graduate of Washington State University, with a degree in Criminal Justice and a second major in Political Science. He has been a private investigator for 25 years. He is the license holder in all states where the company provides investigation services. He is the founder and currently serves as the President and CEO of the corporation. He has traveled throughout the United States investigating high profile cases for government agencies, insurance companies, businesses and law firms. He is a frequent speaker to professional organizations who facilitate continuing education in the field of investigations. He was invited to speak at the 2000 National Association of WIC Directors conference (NAWD). The subject of the presentation was "Compliance Investigation, Fraud and Abuse". At this conference he introduced to the attendees innovative procedures to document contract compliance. Video tape documentation of compliance buys using pinhole technology was introduced for the first time to the industry. This innovative technique is successful in documenting high risk buys and provides irrefutable evidence during hearings. Mr. Starkel actively participates and performs WIC compliance investigations and has personally performed over 400 vendor site visits/inspections. Mr. Starkel will serve as the Contract Manager for this proposal.

Our investigative staff identities will be provided upon contract award. They are actively performing undercover buys in other states and their identities must remain confidential for their personal security and our client's programs integrity.

Female 1WIC Investigator: She is a graduate of the University of Massachusetts-Amherst with a BA in Criminal Justice. She served as a Deputy Sheriff for the County Sheriff Department for 5 years as Corrections Officer. She has performed over 300 undercover compliance buys including high risk buys. She has performed buys in three different programs in three different states. She has also performed over 100 vendor site visits. She meets the profile of a WIC

participant. She has performed undercover compliance buys in multiple states, urban, rural and in high risk locations and successfully testified in hearings.

Female 2, WIC Investigator: She is a graduate of Indiana University with a BA in Criminal Justice and an ex Division I, collegiate scholarship athlete. She has performed over 100 undercover compliance buys in multiple states including high risk buys in ethnically diverse communities. She meets the profile of a WIC participant.

Female 3, WIC Investigator: She is a graduate of Ohio State University with BA in Criminal Justice and a Masters in Forensic Pathology. She is a seasoned surveillance investigator in addition to performing compliance buys and she has performed over 200 undercover compliance buys. She has experience testifying in court and administrative hearings.

Male 1, WIC Investigator: He is a graduate of ITT Tech. with an Associate Arts degree in Electrical Mechanical Design. Has served in Law Enforcement and performed over 300 store inspections / monitoring visits. He has also performed numerous cash buys immediately following undercover compliance buys.

New Hires: Miles Investigations, Inc. will commence searching for qualified personnel in West Virginia upon contract award. Our goal is to hire, train and promote additional local personnel.

We do not subcontract our work. All personnel are employees of Miles Investigations Inc. We will utilize seasoned personnel at the beginning of the contract and hire additional personnel in West Virginia upon notice of where the state provided office will be located. We are experienced with this plan and it has worked effectively in multiple states where we conduct buys. Utilizing seasoned staff at the beginning of the contract insures quality performance from the onset and allows seasoned staff to train new hires.

We are an equal opportunity employer and we actively recruit and select qualified candidates from disadvantaged or minority backgrounds. It is our policy to develop and ethnically diverse workforce this representative of the community in which the work is being performed. We work with community social service agencies to facilitate these goals. Each employee must pass pre-employment background checks. We utilize disadvantaged and or minority owned businesses when possible.

We are a financially secure company with conservative growth exemplified by our 25 years in business, expansion into multiple states and continued service of our many WIC clients. We are a privately held corporation and do not release financial records to the public.

Work Plan

Staffing: Miles Investigations, Inc. will utilize existing seasoned Compliance Shoppers to perform the initial buys. Each of our shoppers has performed in excess of one hundred undercover buys. Each Shopper has passed a rigorous FBI finger print background check performed by governmental agencies as they are licensed by state agencies in other states. All existing personnel meet the profile of a WIC participant and all new hires will be selected to blend into the community where buys will be performed.

Our existing staff will learn the West Virginia food list and familiarize themselves with the food instruments.

Training: The Project Manager and key staff will attend training with the West Virginia WIC Department and then provide training to Miles Investigations, Inc. Staff. All Shoppers and Monitors will attend our standard three day training session utilizing proprietary training manuals. Our training includes class room and field training. Investigations, Inc. led by the Project Manager and experienced staff. Subjects covered during the training include but are not limited to; planning the buy, food list familiarization, food instrument processing, the buy process, cash buys, short buys, high risk buys, trafficking investigation, rain checks, Farmers Markets, fruit and vegetable food instruments, observation skills, report writing, donating items, evidence preservation, time service, accuracy, court testimony and entrapment. Any food list changes and conversion to EBT will be trained accordingly.

Pre- Visit Activities: The Project Manager will contact the WIC Compliance Officer prior to the 5th business day of each month and receive the list of buys and store monitoring assignments from the Prevention Specialist by email and confirm receipt from our corporate office. The list will be scanned into our servers and placed into a file identified by year and month. The individual stores will be entered into a spreadsheet for tracking purposes noting prior buys or monitor visits at the same locations and individual electronic files are made for each store.

Specific buy instructions will be reviewed including the number of the buy and the specific type of buy that is requested including the use of Cash Value Vouchers and or Cash Buys. Example: Safe Buy, Partial Buy Etc...Personnel will be assigned to the buy. The buy route will be plotted using routing software to maximize efficiency and the vendor/store operation hours will be verified. Individual case files will be created and placed into the file cabinet identified by the vendor/store name, ID number and number of the buy. The appropriate form used for each type of visit will be placed in the folder.

The buy dates will be scheduled prior to food instrument expiration. Appropriate personnel will be assigned to perform the buys and monitor visits. Copies of all food instruments will be produced and copies placed into the paper file folders and scanned copies will be emailed to the corporate office for inclusion in an electronic file.

Buys: Retail store buy #1 will scheduled as instructed. Cash buys will be completed within 5 days if requested. Completing 20 to 30 compliance buys per month is easily performed by our staff.

Appropriate discreet transportation will be utilized to travel to the buy location. Upon arriving at the store the investigator will pose as a regular WIC customer and approach the store noting the presence of WIC Decals and handicap access. Time will be spent to familiarize the investigator with the layout of the store to examine stock requirements, ensure prices are clearly marked and note the cleanliness of the food storage areas. If prior approval is obtained, and WIC items are low or absent, the investigator will consider attempting a purchase of these items. Each investigator will remain vigilant to any additional potential category violations. With prior approval, if an opportunity arises to document a category violation different from the one assigned, the investigator will attempt to document that additional violation. If prior approval is obtained, while in the store and observing the surroundings the investigator will use their judgment and change the attempted violations to best suit the observations, including laundering and trafficking if prior approval is obtained.

Pre-determined buys will be attempted. The investigator will make various WIC authorized or unauthorized food purchases. The food items will be placed in the shopping cart or hand held basket for attempted purchase. Shelf prices for each item will be documented on the shopping list. Each investigator will take precautions to insure he or she is not observed documenting shelf prices. If there is

no shelf price evident, the investigator will obtain the shelf price by asking store personnel. When items are not individually priced the investigator will note the occurrence. The shelf price will be documented in the Compliance Investigation Report Form. The investigator will note the differing prices charged at the checkout for WIC items.

The investigator will take the food items to the cash register, noting the number of registers open at this time, as well as the number available to WIC participants. The investigator will place the food items on the counter and give the WIC food instrument(s) to the cashier without comment. Aside from greeting, the investigator will not engage in social conversation with the cashier, unless the cashier initiates conversation. The investigator will be prepared to answer questions in such a way as to be consistent with his/her cover as a WIC client. The investigator will allow the cashier to process the transaction(s) without comment. Though each investigator will have a WIC identification folder with him/her, it will not be presented to the cashier unless the cashier asks to see it. When the program begins using EBT, the card will be presented and appropriate PIN entered.

While observing the cashier process the transaction, the shopper will note any procedural violations. These include but are not limited to: failure to compare the signature on the food instrument against the WIC identification folder, verify foods selected against the food instrument, record the transaction date, ring up the purchase, record the amount of the purchase on the food instrument, failure to acquire signature and receive change or rain checks,

If the cashier correctly catches the attempted substitutions and exchanges unauthorized foods for authorized foods, the shopper will not object or otherwise debate the cashier, allowing any desired purchase modifications the cashier wishes to make. When forced to purchase all items on food instruments during a short buy attempt the shopper will explain that they will not use the items before they spoil, but will not otherwise debate the cashier and obtain the other items demanded by the cashier.

Shoppers document the interactions with store personnel and report any discrimination or derogatory comments.

Interactions between various store employees will be observed and documented which may be significant to participant abuses or fraud.

A thorough description of the cashier will be noted and we will record the nametag if one is worn. If no name tag is present we will attempt to secure the name of the cashier. The physical description of the Vendor employee will be obtained in order to accurately complete the Compliance Investigation report form.

The investigator will avoid garnering sympathy and entrapping, by monitoring their conversation and statements. The investigator will not be aggressive, threatening or antagonistic.

Reporting: Upon being given the receipt(s) for food purchases, the Shopper will walk out of the store, load purchases into vehicle. If no receipt is provided during the 1st buy, it will be noted in the comments section of the report. The 2nd buy will be a normal buy and the compliance shopper will ask for a receipt. If no prices are available and no receipt provided on this 2nd buy, then the compliance shopper will contact the Prevention Specialist within 2 business days and obtain approval to conduct a cash buy.

Personnel will not engage other patrons or employees in conversations. If the Shopper is approached by persons interested in trafficking, purchasing, or bartering food instruments they will decline but leave the opportunity open for future and further investigation.

A safe distance from the store the food items purchased will be digitally photographed with an ID card in the photographs displaying the required documentation. The photograph will have an identifying card in the photograph showing the buy number. Food items purchased will be separated to be photographed in the following manner: The food purchased with the mother/child food instrument will be photographed separately from the food purchased with the infant food instrument. A separate photograph will be taken of all wrong foods purchased together. If lighting conditions permit, the photographs will be taken at the time the compliance investigation report is completed. If safety or lighting conditions do not permit photographing of the food items at this time, the food will be photographed as described above, within 24 hours. Photographs will be stored in digital form on DVD by month.

Pulling into a nearby location well away from the vendor location and to a safe location, the Shopper will immediately and accurately complete the buy report.

RFQ: WIC11015 Miles Investigations, Inc.

Proposal to Provide WIC Compliance Investigation Services

The report will be reviewed for accuracy and any changes will be made and initialed before the report is signed and dated by the Shopper. Prior to submitting any completed investigative reports to the, the Project Manager will review the documentation to ensure it is complete and meets quality standards.

The report will be completed prior to initiation of the next scheduled buy.

Compliance Buy Donation Report: All Investigators carry a cooler for perishable foods to store. All foods purchased will be donated to an approved organization and the Donation Report Form will be completed and signed by the investigator and a representative of the charity accepting the food. Spoiled or destroyed items will be documented on the appropriate state form.

Evidence Log: Serious category violations outlined in the Federal Guidelines such as tobacco and alcohol products purchased by the investigator, or items obtained during trafficking or laundering, will be entered on an evidence log and locked in an evidence locker to preserve and maintain the chain of custody.

Report Delivery and Storage: Two files will be created with each buy. A hard copy file and an electronic file will be created. Original reports and receipts will be submitted to the WIC Compliance officer within five days of completing the buys. A scanned digital copy will be retained at our corporate office for back-up and disaster recovery purposes.

Vendor Sanctions and Administrative Reviews: The primary investigator will be present at all administrative reviews, hearing and witness briefings.

3. Cost Sheet

Please find our Cost Sheet following this page.

Thank you for consider in our proposal. If you require any additional information please do not hesitate to call.

Respectfully submitted

Steven S. Starkel

President

Miles Investigations, Inc.

DELIVERABLE #3: Conduct on-site compliance buys using State supplied WIC vouchers and/or electronic benefit cards at authorized grocery/convenient stores identified by WIC and located within the following eight WIC service regions. This deliverable includes initial on-site compliance buys as well as return visite.	Deliverable Due Date	Estimated # of Compliance Buys Annually per Region ²	Insert Unit Cost Per Region Below	Insert Bid Cost Per Region Below
initial on-site compliance buys as well as return visits to stores to conduct additional compliance buys as requested by WIC.				
	Yr. 1 – Mos. 2 – 12	15	310,00	4650
	Yr. 2, Mos. 1 – 12	16		, ,
Randolph-Elkins Service Region	(Dependent upon renewal)		310,00	4960.00
	Yr. 3, Mos. 1 – 12 (Dependent upon renewal)	16	00 012	49/00
	Yr. 1 – Mos. 2 – 12	15	- 1.	
			210,00	7650.
Central Service Region	Yr. 2, Mos. 1 – 12 (Dependent upon renewal)	16	210.00	00 00/54
	Yr. 3, Mos. 1 – 12	16	,	
	(Dependent upon renewal)		210.00	1806
	Yr. 1 – Mos. 2 – 12	15	3/0.00	4650.
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Wheeling-Unio Service Region	(Dependent upon renewal)		310.00	1960,00
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	Yr. 3, Mos. 1 – 12	16	3	
	(Dependent upon renewal)		510.00	1960.
	Yr. 1 – Mos. 2 – 12	15	310.00	465.00
Shenandoah Service Region	Yr. 2, Mos. 1 – 12 (Dependent upon renewal)	16	310,00	49/2
	Yr. 3, Mos. 1 – 12	16	- 1	
	(Dependent upon renewal)	•	310,00	4960.00

TOTAL BID PRICE:				requested by the State and without being subpoenaed. All hearings and court appearances will take place in Charleston, West Virginia.	te hearing or Federal compliance rocess as			TSN Service Region		6	Mid-Ohio Service Region			Valley Service Region
	Note: Yr. 3 is dependent upon contract being renewed.	Yr. 3 – Mos. 1 – 12 as deemed necessary by the State.	Note: Yr. 2 is dependent upon contract being renewed.	Yr. 2 – Mos. 1 – 12 as deemed necessary by the State.	Yr. 1 – Mos. 2 – 12 as deemed necessary by the State.	Yr. 3, Mos. 1 – 12 (Dependent upon renewal)	Yr. 2, Mos. 1 – 12 (Dependent upon renewal)	Yr. 1 – Mos. 2 – 12	Yr. 3, Mos. 1 – 12 (Dependent upon renewal)	Yr. 2, Mos. 1 – 12 (Dependent upon renewal)	Yr. 1 – Mos. 2 – 12	Yr. 3, Mos. 1 ~ 12 (Dependent upon renewal)	(Dependent upon renewal)	Yr. 1 – Mos. 2 – 12
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¹Actual Annual Usage # is unknown. Annual Usage # is estimated. Bidders "Unit Bid Price" per Deliverable must be the final unit cost per Deliverable charged to the State under this contract whether one (1) or more than one (1) of the same deliverable is provided.

² Actual Annual # of Buys per Region is unknown. Annual # of Buys per Region is estimated and includes initial and return compliance buys. Bidders "Unit Bid Price" per compliance buy must be the final unit cost charged to the State under this contract whether one (1) or more than one (1) compliance buy is provided per Region.

Bidders must complete the Unit Bid Price and Total Bid for each Deliverable (separate bids per Region as indicated under Deliverable #3).

Bidders must complete, sign, and date the vendor section below:

Authorized Signature: (Please Print)	Steven S. Stankel Authorized Representative:	contact Person: Steven S Stantel	Vendor Name: Miles Investigations Ir.
Date:	Email: 🖊	Fax:	Phone:

Date: 2/23///	Email: Milosofe@ Aor, con	Fax: 563-574-2772	Phone: 503-574-2771
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ATTACHMENT #1

Proof of Experience

1741806

FILED

In the office of the Socretary of State
of the State of Conference

ARTICLES OF INCORPORATION OF MILES INVESTIGATIONS, INC.

Tony Miller

Acting Secretary of State

ARTICLE ONE: The name of this corporation shall be MILES INVESTIGATIONS, INC.

ARTICLE TWO: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE THREE:

The existence of the corporation is perpetual.

ARTICLE FOUR: The name and complete business address within the State of California of the corporation's initial agent for service of process within the State of California, in accordance with the provisions of subdivision (b) of Section 1502 of the General Corporation Law of the State of California, are as follows:

Miles Hebding 6615 East Pacific Joast Highway Long Beach, California 90804

ARTICLE FIVE: The total number of shares which the corporation is authorized to issue is One thousand (1,000) common shares. All of such shares shall be of a single class, and shall be without par value.

No preferences, qualifications, limitations, restrictions, or special rights, other than those provided by law, shall exist with respect to any of the shares of the corporation or any of the holders of such shares.

All or any part of the aforesaid shares may be issued for such consideration as from time

to time may be determined by the Board of Directors.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation

this 23rd day of the month of March, 1994.

DAVID M. SINE

Incorporator

The undersigned does hereby declare and acknowledge that he is the person who executed the foregoing Articles of Incorporation as the incorporator of the corporation named therein and does hereby further declare and acknowledge that his execution of said Articles of Incorporation is his act and deed as said incorporator.

Dated: March 23, 1994

DAVID M. SINE

Incorporator



ATTACHMENT #2

Certificate of Insurance

	ICC	R	D. CERTIFICA	ATE OF LIABILIT	Y INSUF	RANCE			DATE 8/	E(MM/DD/YYYY) 4/2010
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ATTACHMENT #3

Company Brochure

WIC Compliance Investigation

Experts in Undercover Compliance Investigation and Vendor Site Inspections

MILES INVESTIGATIONS, INC

Call US and put our 24 years of experience to work for you.

For over twelve years we have performed over eight thousand successful undercover compliance investigations and site visits for WIC Programs throughout the United States. We have testified in numerous hearings resulting in vendor sanctions and termination.

Maintaining Your Program Integrity through:

- Undercover Compliance Buys
- Video Taped Buys
- Store Inspections
- Minimum Stock Verification
- Trafficking
- Background Investigations
- Eligibility
- Local Agency Investigations
- Program Development and Consultation



Compliance Investigation ensures a fair start in life.

MILES INVESTIGATIONS, INC

Headquarters
12225 SW 2nd Street Ste 200
Beaverton, OR 97005

Phone: 503-574-2771

Fax: 503-574-2772 E-mail: milesore@aol.com Over 2 Decades of Quality Field Investigation with Trained, Experienced Staff.



ATTACHMENT #4

Signed Addendum #1



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

ROBERTA WAGNER 304-558-0067

Miles Investigations 12225 SW 2nd St. Suite 200 Beaverton, OR 97005

HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES

350 CAPITOL STREET, ROOM 519 CHARLESTON, WV 25301-3717 304-558-0030

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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER WIC11015

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ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES

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350 CAPITOL STREET, ROOM 519 CHARLESTON, WV 25301-3717 304-558-0030

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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES

350 CAPITOL STREET, ROOM 519 CHARLESTON, WV 25301-3717 304-558-0030

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Addendum #1 WIC11015

Vendor Question #1:

What was the prior contract total bid price and unit price breakdown?

WIC Response to Vendor Question #1:

There has been no prior contract for the services requested in RFQ WIC11015. This is a new solicitation:

Vendor Question #2:

We are an out of state firm with licenses in numerous states, but we are not licensed in West Virginia. Will you consider our bid with the West Virginia PI license application in process?

WIC Response to Vendor Question #2:

No.

Per Section II, Vendor Requirements, of the RFQ Specifications, "Vendor awarded this contract will be a private investigation company licensed by the State of West Virginia and bonded to provide services meeting all requirements as stated in Chapter 30, Article 18 of the WV Code and with a minimum of five (5) years experience providing investigative services."

To ensure prospective bidders have ample time to secure a West Virginia Private Investigative license, the bid opening date has been moved to March 1, 2011.

ATTACHMENT #5

Purchasing Affidavit

RFQ No. WIC 11015

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Miles Trye stications Tro Authorized Signature: Date: 2/23// State of GR County of LIA , to-wit: Taken, subscribed, and sworn to before me this 23rd day of February , 2011. My Commission expires December 14rd , 2013 AFFIX SEAL HERE NOTARY PUBLIC

