

NOTICE

Please note that this bid for COR15*9 was received at the Purchasing Division office prior to the established bid opening date and time but was not pulled to be opened at the time of the public bid opening. It was discovered the next day and was opened and witnessed by Purchasing Staff.

A handwritten signature in cursive script, reading "Beverly A. Toler", is positioned above a solid horizontal line.

Beverly A Toler
Support Services Supervisor



CONTRACT PROPOSAL FOR THE

STATE OF WEST VIRGINIA

DIVISION OF CORRECTIONS

ATTN: TARA LYLE
DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION
2019 WASHINGTON ST. E.
CHARLESTON, WV 25305

SEALED BID: #1
BUYER: WEST VIRGINIA DIVISION OF CORRECTIONS
SOLICITATION No: CRFQ 0608 COR1500000019
BID OPENING DATE: 2014-11-26
BID OPENING TIME: 13:30:00
FAX NUMBER: 505-281-7985

11/25/14 09:52:12
West Virginia Purchasing Division



November 21, 2014

Tara Lyle
Department of Administration, Purchasing Division
2019 Washington Street, E
Charleston, WV 25305

RE: CRFQ 0608 COR1500000019

Dear Ms. Lyle:

Please find enclosed this proposal by JMC Associates in response to CRFQ 0608 COR1500000019, PREA Auditor for DMAPS. JMC Associates has provided security training and auditing services to correctional agencies since 2008, and has provided PREA audits in New Mexico, Nevada, and Washington. If JMC Associates is selected to perform PREA audits, it is my anticipation that this project will result in a satisfactory outcome for the West Virginia Division of Corrections.

In this proposal, you will find all the documentation required in the CRFQ. You will also find documentation of my qualifications as well as a more detailed statement of my experience in conducting PREA audits. I would be very pleased to be selected to work with the Division in this critical step in achieving compliance with the Prison Rape Elimination Act.

I look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "S. McReynolds", written over a horizontal line.

Shannon McReynolds
General Manager/JMC Associates
PO Box 40
Sandia Park, NM
87047-0040
(505) 977-7607
smcreynolds@jmcassociates.us



EXECUTIVE SUMMARY PROPOSAL FOR PREA AUDIT SERVICES

Description of Project:

1. This proposal is for Shannon McReynolds, a United States Department of Justice (USDOJ) certified PREA auditor and General Manager of JMC Associates, to audit correctional facilities in the State of West Virginia on their compliance with the Federal Prison Rape Elimination Act (PREA) Standards. This proposal includes pre-audit activities, on-site visits, post-audit activities, and corrective action activities (as may be required) to complete an audit as required by 42 U.S.C.S. § 15601 *et seq.* The results would include an initial and a final Auditor's Summary Report and any corrective action plans (CAP) developed between the auditor and PREA Compliance Managers as necessary. The schedule for facility audits will be determined by the West Virginia Division of Corrections.

Project Utilization:

Objective:

1. To measure the compliance of the facilities to the standards of the Prison Rape Elimination Act.

Goals:

1. Develop an initial report of audit findings.
2. Coordinate with the facility to develop any required corrective action plan (if necessary).
3. Follow up on implementation of the corrective action plan.
4. Develop a final Auditor's Summary Report of audit findings.

Tasks:

1. Review documentation provided by the facility pertaining to compliance with PREA standards.
2. Conduct interviews of managers, designated staff, and a random sample of staff.
3. Conduct interviews of designated offenders and a random sample of offenders.
4. Conduct detailed reviews of a random sample of personnel files and inmate records.
5. Inspect and assess the facilities' physical plants and electronic monitoring capabilities.
6. Initiate and receive *ex parte* communications with community stake holders.

Deliverables:

1. Initial audit report showing a standard-by-standard finding for each element within each standard.
2. Final audit report showing a standard-by-standard finding for each element within each standard.

Auditor Experience and Qualifications:

Certifications:

1. United States Department of Justice (USDOJ) certified PREA auditor;
2. Licensed investigator, NM#2318 from March 2009 to June 2011.
3. New Mexico Law Enforcement Academy certified trainer in:
 - The Prison Rape Elimination Act.
 - Investigations of Sexual Assault in a Correctional Setting.

- Sexual Assault Medical Forensic Examinations for Correctional Staff.
- Search and Seizure.
- Collection and Preservation of Evidence.
- Learning Skills for Public Safety Officials.
- Emergency Planning and Response for Jails and Prisons.

Education:

1. BS Criminal Justice Administration, 2007 University of Phoenix.

PREA Audit Experience:

1. Warm Springs Correctional Center in Carson City, Nevada;
2. Lovelock Correctional Center in Lovelock, Nevada;
3. Humboldt Conservation Camp in Winnemucca, Nevada;
4. Jean Conservation Camp in Jean Nevada;
5. Southern Desert Correctional Center in Indian Springs, Nevada;
6. Three Lakes Valley Correctional Center in Indian Springs, Nevada;
7. Stafford Creek Corrections Center in Aberdeen, Washington, and;
8. Cedar Creek Corrections Center in Littlerock, Washington.
9. Sandoval County Detention Center in Bernalillo, New Mexico.

The Auditor's Summary Reports for all of these facilities, (except for the Sandoval County Detention Center), are now public information and copies can be provided upon request.

As well as being a DOJ certified PREA auditor, Shannon McReynolds recently retired as the Inspector General for the New Mexico Corrections Department, (NMCD) where one of his duties as the Department's PREA Coordinator was to ensure that one-third of NMCD facilities underwent PREA audits by the end of the first year of the PREA audit cycle (August 19, 2014). Those facilities are:

1. The Otero County Prison Facility in Chaparral, New Mexico;
2. The Guadalupe County Correctional Facility in Santa Rosa, New Mexico;
3. The Northeastern New Mexico Detention Facility in Clayton New Mexico, and;
4. The Penitentiary of New Mexico in Santa Fe, New Mexico.

Copies of the Auditor's Summary Reports for these facilities may be viewed on the NM Corrections Division's website at <http://www.corrections.state.nm.us/oig/oig.html>.

General Correctional Experience:

1. Inspector General of the New Mexico Corrections Department February 2012-July 2014.
2. PREA Coordinator for the New Mexico Corrections Department September 2008 –July 2014.
3. Contract Monitor over two privately operated facilities June 2005-September 2008.
4. Interstate Corrections Compact Administrator January 2003-June 2005.
5. Unit Management Coordinator October 2001-January 2003.
6. Unit Administrator July 2000-October 2001.
7. Programs Director February 1999-July 2000.
8. Classification Officer 1992-1999
9. Correctional Officer 1990-1992.

Conflict of Interest Disclosure:

I have no relevant facts, circumstances, or financial interests that may present a conflict of interest in the pursuit of obligations and duties under this proposed agreement, render me unable to render impartial assistance or advice to the West Virginia Division of Corrections, or present me with an unfair competitive advantage.

Insurance Liability Coverage:

\$3,000,000 in insurance coverage, including coverage for errors and omissions (professional liability), (see attached documentation).

Cost Proposal:

See attached exhibit B.

Proposed Schedule of Activities:

See attach PREA SITE VISIT SCHEDULE template.

Worker's Compensation Insurance:

JMC Associates certifies that it has no employees in the State of West Virginia.



PROJECT METHODOLOGY, WORK PLAN, AND TIMELINES

The project methodology adheres to direction provided by the United States Department of Justice (USDOJ) guidelines for conducting PREA audits at correctional facilities, and is subdivided into four phases.

I. PRE-AUDIT PHASE

Sixty (60) days prior to the agreed-upon date of the site visit, JMC Associates will provide each facility warden with an audit notification document to be posted in the facility that includes the date of the audit, the name of the auditor, and the address of the auditor in order for offenders and other interested persons to have *ex parte* communications with the auditor. The audit notification will also have a non-disclosure statement and a statement on retaliation. Six (6) weeks prior to the agreed upon date of the site visit, JMC Associates will email the Agency Pre-Audit Questionnaire to the Statewide PREA Coordinator, Assistant Commissioner/Deputy/Assigned Staff, each warden and Facility Compliance Manager in a Microsoft Word format with instructions for completing the questionnaire.

JMC Associates will schedule a conference call with each warden to request from each facility the delivery of the following information in an electronic format no later than two weeks prior to the scheduled site visit:

- The completed Pre-Audit Questionnaire, to include supporting documentation for each standard;
- Staff roster;
- Offender roster;
- Names of senior staff;
- Name of facility intake officer;
- Names of risk screening staff;
- Name of investigator(s);
- Names of segregation officers;
- Names of members of the PREA incident review team;
- Names of offenders identified by the facility as LEP offenders;
- Names of offenders identified by the facility as disabled offenders;
- Names of offenders identified by the facility as youthful offenders;
- Names of offenders identified by the facility as LGBTI offenders;
- Names of offenders currently in segregation;
- Names of offenders who scored as being at risk for sexual victimization;
- Names of offenders who disclosed sexual victimization prior to incarceration;
- Names of offenders who disclosed sexual victimization at the facility being audited;
- Names and phone numbers of outside advocacy groups with which the facility has an MOU to provide victim support services.

At least two (2) weeks prior to the site visit, JMC Associates will review the submitted documentation, begin the Auditor Compliance Tool, and initiate discussions with the Statewide PREA Coordinator, Assistant Commissioner/Deputy/Assigned Staff and Facility Compliance Manager to get clarification and

explain the audit process. No later than five (5) days prior to the site visit, JMC Associates will provide to each Warden and/or PREA Compliance Manager the site visit schedule, (template attached), and will conduct telephonic interviews with Commissioner Rubenstein (or his designee), the Statewide PREA Coordinator, and the contact person for the outside advocacy group with which the facility has the MOU to provide victim support services.

II. AUDIT SITE-VISIT PHASE

Over the course of two/three days, (depending on the size of the facility), JMC Associates will tour the facility and:

- Observe how well the offenders are supervised;
- Observe how cameras and/or other monitoring technologies are used;
- Identify and inspect blind spots and/or other indicators that an area in the facility is not monitored in a way that keeps inmates safe from sexual abuse;
- Revisit areas if indications necessitate re-inspection;
- Review all relevant reports and other additional documents as necessary;
- Review recorded video monitoring (if available) and any other available electronic media/data that may be relevant to the requirements of the audit site-visit;
- Conduct interviews using the USDOJ approved interview guides with the following staff:
 1. PREA Compliance Managers;
 2. Facility Warden, or designee;
 3. Random selection of staff;
 4. Specialized staff
- Conduct interviews of a minimum of ten (10) randomly selected offenders from the institutional offender roster.

III. POST-AUDIT PHASE

Within thirty (30) days of the completion of the site-visit, JMC Associates will deliver an initial Auditor's Summary Report that will include:

- A certification that JMC Associates has no relevant facts, circumstances, or financial interests that may present a conflict of interest in the pursuit of obligations and duties under the proposed agreement that may render the auditor unable to render impartial assistance or advice to the West Virginia Division of Corrections, or present the auditor with an unfair competitive advantage.
- A standard-by-standard determination of findings, including the need for any corrective action within the guidelines provided to auditors by the USDOJ based on a review of:
 1. Policies and procedures;
 2. All documentation;
 3. Collected data;
 4. Interviews with staff and inmates, and;
 5. Information from the tour of the facility.
- A standard-by-standard finding of Meets Standard, Exceeds Standard, or Does Not Meet Standard (providing details for any findings of "Does not Meet Standard") for each element in each standard.

- A description of the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility with recommendations for any required corrective action.

The initial and final Auditor's Summary Report will redact any personally identifiable inmate and staff information. However, JMC Associates will provide such information to WVDOC upon request and may provide such information to the USDOJ upon request. Further, JMC Associates will retain and preserve all documentation relied upon in making audit determinations for five (5) years from the date of contract termination and will provide such documentation to WVDOC and the USDOJ upon request and notification, and provide notification of the request to the Statewide PREA Coordinator.

IV. CORRECTIVE ACTION PERIOD

If the audited facility is found by JMC Associates to have not met one or more of the PREA standards, the facility and JMC Associates will enter into a one-hundred and eighty (180) day corrective action period and jointly develop a corrective action plan (CAP) for those standards that were not met. JMC Associates will verify the implementation of the corrective action plan, such as reviewing updated policies and procedures and/or re-inspecting portions of the facility. After the one-hundred and eighty (180) day corrective action period, JMC Associates will make a final determination as to whether the facility has achieved compliance and issue a final Auditor's Summary Report with the determination.

The audits for all of the facilities listed in CRFQ-1500000019 will be completed by August 20, 2016.

PREA SITE VISIT SCHEDULE

Facility: _____ Correctional Center

Contact Name: _____ Phone: _____ Email: _____

Monday, March 2, 2015

8:00am Meet with Warden

8:30am Entrance Briefing (Conference Room)
Shannon McReynolds, Facility Staff

8:45am Start Facility Tour

- Intake/Reception
- Medical (medical/mental health clinics, infirmaries, medical holding cells, etc.)
- Food Service Area
- Education Area
- Facility Maintenance Areas
- All General Population Housing Units
- Segregation Housing Units
- Gym/Recreation Areas
- Corrections Industries Area

1:00pm Lunch

2:00pm Interviews

Category	Position	Name	Interview Time	Completion Time
Senior Management				
	Warden		2:00pm	
	PREA Compliance Manager		2:30pm	
Senior Custody Staff				
	Shift Lieutenant		2:45pm	
Medical/MH				
	Director of Nursing		3:00pm	
	Mental Health Services Director		3:15pm	
Investigator				
	Central Office Investigator		3:45pm	
Human Resources Staff and File Review				
	HR Administrator		4:00pm	
End of Day 1				

Tuesday, March 3, 2015

Category	Position	Name	Interview Time	Completion Time
Investigative Staff				
	On site Investigator		8:00am	
Staff That Monitors Retaliation				
	Staff Member		8:30am	
Intake Staff				
	Intake Sgt.		9:00am	
Intake Screening Staff				
	Intake Case Manager		9:15am	
Incident Review Team				
	Associate Warden		10:00am	
	Medical Staff Member		10:15am	
	Mental Health Staff Member		10:30am	
	Case Manager		10:45am	
Random Staff				
	Corrections Sergeant 1 st Shift		11:00am	
	Correctional Officer 1 st Shift		11:15am	
	Correctional Officer 1 st Shift		11:30am	
	Correctional Officer 1 st Shift		11:45am	
Lunch			12:00pm	
Random Inmates				
	Inmate #		1:30pm	
	Inmate #		1:45pm	
	Inmate #		2:00pm	
	Inmate #		2:15pm	
	Inmate #		2:30pm	
	Inmate #		2:45pm	
	Inmate #		3:00pm	
	Inmate #		3:15pm	
	Inmate #		3:30pm	
	Inmate #		3:45pm	
Dinner			4:15pm	
Random Staff				
	Shift Commander		6:30pm	
	Corrections Sergeant 2 nd Shift		6:45pm	
	Corrections Officer 2 nd Shift		7:00pm	
	Corrections Officer 2 nd Shift		7:15pm	
	Corrections Officer 2 nd Shift		7:30pm	
	Corrections Officer 2 nd Shift		7:45pm	
End of Day 2				

Wednesday March 4, 2015

Category	Position	Name	Interview Time	Completion Time
Disabled Inmates				
	Inmate #		8:00am	
LEP Inmates				
	Inmate #		8:15am	
	Inmate #		8:30am	
	Inmate #		8:45am	
LGBTI Inmates				
	Inmate #		9:00am	
	Inmate #		9:15am	
	Inmate #		9:30am	
PREA Risk Screening Inmates				
	Inmate #		9:45am	
	Inmate #		10:00am	
	Inmate #		10:15am	
Lunch			11:00pm	

1:30pm

Exit Briefing
 Shannon McReynolds
 Warden
 Deputy Warden
 Facility Staff

Shannon McReynolds

**Education/
Licensure/
Certification/
Professional
Associations****BS Criminal Justice Administration**

- Emphasis on criminal law and criminal procedure
- Study of New Mexico sentencing laws and strategies employed by the District Attorney's office

Licensure

I was licensed by the State of New Mexico as an investigator,
(License # [REDACTED] from March 18, 2009 through June 30, 2011.

United States Department of Justice (USDOJ) Certified PREA Auditor

- June 16-19 Warm Springs Correctional Center, Carson City NV
Contact: Lt. Traves Roberts
- June 19-21 Lovelock Correctional Center, Lovelock NV
Contact: Tara Carpenter
- June 22-23 Humboldt Conservation Camp, Winnemucca, NV
Contact: Tara Carpenter
- July 21-22 Jean Conservation Camp, Las Vegas, NV
Contact: Will Reubart
- July 23-25 Southern Desert Correctional Center, Indian Springs, NV
Contact: Gabriella Garcia
- July 26-27 Three Lakes Valley Conservation Camp, Indian Springs, NV
Contact: Gabriella Garcia
- August 11-13 Stafford Creek Corrections Center, Aberdeen, WA
Contact: Tom L'Heureux
- August 14-16 Cedar Creek Corrections Center, Littlerock, WA
Contact: Charlie Washburn
- November 17-19 Sandoval County Detention Center, Bernalillo, NM
Contact: Brent Bruner

As well as being a DOJ certified PREA auditor, I recently retired as the Inspector General for the New Mexico Corrections Department, (NMCD) where one of my duties as the Department's PREA Coordinator was to ensure that one-third of NMCD facilities underwent PREA audits by the end of the first year of the PREA audit cycle (August 19, 2014). Those facilities are:

- The Otero County Prison Facility in Chaparral, New Mexico;
- The Guadalupe County Correctional Facility in Santa Rosa, New Mexico;
- The Northeastern New Mexico Detention Facility in Clayton New Mexico, and;
- The Penitentiary of New Mexico in Santa Fe, New Mexico.

Copies of the Final Auditor's Summary Reports for these facilities may be viewed on the NM Corrections Department's website at
<http://www.corrections.state.nm.us/oig/oig.html>.

Certified New Mexico Law Enforcement Academy Trainer

I am certified by the Law Enforcement Academy to train police and correctional officers in:

- The Prison Rape Elimination Act
- Investigations of Sexual Assault in a Correctional Setting
- Sexual Assault Medical Forensic Examinations for Correctional Staff
- Search and Seizure
- Collection and Preservation of Evidence
- Learning Skills for Public Safety Officials
- Emergency Planning and Response for Jails and Prisons

Professional Associations

- I am a member of the American Correctional Association (Membership # [REDACTED])

Professional Training

I received my NMLEA certified investigative training from Dr. George Walker III (retired) of the FBI's Russian Organized Crime Unit - New York City in:

- Forensic Interviewing and Interrogation
- Search and Seizure
- Background Investigations
- Undercover/Plainclothes Operations
- Handcuffing/OC
- Forensic Latent Fingerprint Identification
- Missing Persons Investigations
- Crime Scene Investigations
- Computer Crime Investigations
- Electronic Surveillance
- Marital Investigations
- Insurance Fraud

I received training from the National Children's Advocacy Center in Huntsville Alabama in:

- Child Abuse Investigations in Methamphetamine Lab Cases
- Law Enforcement Response to Child Sexual Abuse
- Child Development 101
- Child Sexual Abuse: A Judicial Perspective
- Profiling the Child Molester
- Developmental Perspectives on Child Sexual Behavior in Children and Adolescents
- Opening Statement and Closing Arguments in Child Sex Abuse Cases
- Interviewing Pre-school Children
- Victim Assistance: Preparation and Support for Children in Criminal Proceedings
- Standards for Prevention Programs
- Children's Advocacy Centers: Improving the System's response to Child Abuse

Professional Experience

I am the General Manager for Justice Management Consulting Associates and have performed evaluations of jail operations in Santa Fe, Torrance, and McKinley Counties. Additionally, I have provided assessments and trainings to the Acoma Tribal Detention Center, the Jicarilla Tribal Detention Center, and Indian Health Services for the Navajo Nation.

I have provided court testimony on New Mexico good time laws and classification policy in the trials of John Hovey and Marvin Brown. I provided evidence that directly resulted in the conviction of accused murderer and gang member Charles Aragon. I provided testimony in the sexual assault case of Lisa Jaramillo.

In October 2008, I participated in U.S. Department of Justice hearings in Washington DC on prison rape.

In June 2014 I participated in the IJIS Data Standard Work Group to develop a consensus-based National PREA Data Standard utilizing the Global Standards Package (GSP) components and leveraging the Global Privacy Technology Framework to address concerns inherent to PREA victimization.

In September 2001 I was appointed to the Correction Department's Security Threat Group Task Force.

I provided college credit education for correctional officer cadets at the New Mexico State University Corrections Academy, and regularly provide non-college credit training at the New Mexico Corrections Department Corrections Academy.

Presentations

I have performed the following presentations:

- In March 2009 and May 2014 I presented a workshop on the Prison Rape Elimination Act at the Advocacy In Action conference in Albuquerque sponsored by the Rape Crisis Center of Central New Mexico and the Crime Victims Commission.
- In July 2010 I presented information to the House Memorial 3 Committee on the Prison Rape Elimination Act.

Awards

I have received the following awards and recognition

- May 2001 Award of Special Recognition by the New Mexico Corrections Department
- May 2000 Penitentiary of New Mexico Employee of the Year
- September 2000 New Mexico Correctional Association Professional of the Year
- August 1999 Penitentiary of New Mexico North Facility Employee of the Month
- June 1995 Penitentiary of New Mexico North Facility Employee of the Month
- March 1990 New Mexico Corrections Academy Honor Graduate

Community Activities

From January 2004 to January 2007 I was a member of the Board of Directors for the Entranosa Water and Wastewater Association.

Volunteer Experience

December 2007 to Present: Adult Sunday School Teacher at Mountainside United Methodist Church.

November 2006 to 2008: Volunteer youth worker at Mountainside United Methodist Church.

July 2000 to July 2003: Member of the Board of Directors for Mountain Area Christian Home Educators.

Work Experience

February 2012 to Present

New Mexico Corrections Department
Santa Fe, NM

Inspector General

- Performed audits of private contractor compliance resulting in a penalty assessment against GEO Group and CCA, saving the Department \$2.3 million.
- Received, processed, referred, and managed information, resources, assets, and activities to support operations in contract auditing efforts.
- Conducted and monitored OIG activities supporting inspections, release of OIG reports, and referral services to assure appropriate goal accomplishments.
- Provide analysis and recommendations to the Deputy Secretary or Administration relating to violations or breaches of contract, as well as recommended penalties therein.
- Negotiate, write, manage, and administer vendor contracts.
- Provide subject matter training to Division Directors, Wardens, Region Managers, and activities.

Phone: [REDACTED]
e-mail: [REDACTED]

Work Experience
(continued)

January 2011 to February 2012

New Mexico Corrections Department
Santa Fe, NM

Public Information Officer

- Maintained professional and constructive liaison between contractors and various NMCD divisions to assure the services required by the state are met both qualitatively and quantitatively.
- Responded to media requests for information.
- Provided on-camera responses for television news media
- Continued duties as PREA Coordinator.
- Wrote responses to inmate appeals of placement in Level VI for the Secretary's signature.
- Wrote responses to requests for documents within statutory time requirements of the Inspection of Public Records Act.

September 2008 to January 2011:

New Mexico Corrections Department
Santa Fe, NM

PREA Coordinator

- Developed the Department's PREA policy
- Coordinated implementation of the PREA Standards at publicly operated facilities
- Developed system for tracking sexual assaults in New Mexico Prisons
- Prepared annual reports to the USDOJ on sexual assaults in New Mexico prisons

June 2005 to September 2008

New Mexico Corrections Department
Santa Fe, NM

Contract Monitor

- Monitored two contract facilities to ensure compliance with contract, NMCD policy, and statute
- Audited security and program operations
- Recommended operational changes
- Approved offender releases from contract facilities
- Developed classification officer training curriculum

January 2003 to June 2005

New Mexico Corrections Department
Santa Fe, NM

Interstate Compact Coordinator

- Managed the NMCD's agreements with other states to exchange inmates, saving the Department over \$600,000 annually in the cost of housing inmates.
- Managed the inmate appeals process for segregation inmate

October 2001 to January 2003

New Mexico Corrections Department
Santa Fe, NM

Unit Management Coordinator

- Implemented Unit Management at all publicly operated facilities
- Developed Unit Management policies and procedures for NMCD facilities
- Monitored compliance with policies
- Revised offender segregation policies

Phone:

e-mail:

Work Experience
(continued)

July 2000 to October 2001

Penitentiary of New Mexico, South Unit

Unit Administrator

- Implemented Unit Management as a pilot project, implementing all legislative mandates. While managing this program, institutional violence was reduced by 80% state-wide and positive drug tests on offenders at PNM South dropped to 0%.
- Achieved a finding of compliance by the American Correctional Association
- Reported results to the Legislative Finance Committee
- Served as Associate Warden during supervisor's absence
- Hired and supervised twelve employees

February 1999 to July 2000

Penitentiary of New Mexico, North Unit

Programs Director

- Coordinated the functions of the education, medical, mental health, classification, records and recreation departments, as well as chaplain services and volunteer programs in a maximum security environment
- Hired and supervised ten employees

1995 to 1999

Penitentiary of New Mexico, North Unit

Inmate Employment Coordinator

- Developed and maintained the automated inmate employment system
- Provided initial and 40-hour annual training for new correctional officers
- Performed audits and produced reports detailing compliance with the Duran Consent Decree that contributed to vacating federal court supervision

August 1992 to 1995

Classification Officer

- Processed good time credits and calculated offender release dates
- Performed quarterly classification updates on offenders
- Developed individualized treatment plans on offenders
- Facilitated Parole Board hearings
- Audited offender records

August 1990 to August 1992

Penitentiary of New Mexico, Main Unit

Roster Manager

- Developed staffing pattern for approximately 400 employees in four prison units
- Performed time-keeping functions for officer payroll
- Scheduled training for correctional officers
- Generated reports on vacation and sick leave usage

January 1990 to August 1990

Penitentiary of New Mexico, Main Unit

Correctional Officer

- Supervised and accounted for inmates
- Provided armed escort on transport
- Collected evidence used in inmate disciplinary actions and criminal prosecutions

From: Sarah True [REDACTED]
Sent: Wednesday, April 16, 2014 4:44 PM
To: Sarah True
Subject: PREA Auditor Certification Information

Hello,

This email is to notify you that you have passed the background records check and have now been added to the Certified Auditors list on the PREA Resource Center website. This can serve as documentation of your certification as a Department of Justice PREA Auditor. Click [here](#) to view the webpage.

Please review the information included with your name and let me know if you have any edits or adjustments. The email address at which you are receiving this email is what is linked to your contact form on this webpage. If you would like to receive communication from this contact form to a different email address, please send that to me.

Let me know if you have questions.

Thank you,
Sarah

Sarah True | Program Associate | National Council on Crime and Delinquency
National PREA Resource Center
800-306-6223 (O)
[REDACTED] | www.nccdglobal.org
www.prearesourcecenter.org

NATIONAL
PREA
RESOURCE
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Through a cooperative agreement between [BJA](#) and [NCCD](#)

List of Certified Auditors

Additional names will be listed as pending [certifications](#) are finalized.

Auditors [submitted](#) the bio information found below. The National PREA Resource Center posted only those bios from certified auditors who consented and made only minor spelling, punctuation, and grammar changes.

Type of Certification

Search by City

Or by state

Auditors per page:

Shannon McReynolds

Santa Fe, NM

[Contact Shannon](#)

Certification: Adult Facilities

[Read More about Shannon](#)

Manuel Romero

Belen, NM

[Contact Manuel](#)

Certification: Adult Facilities

[Read More about Manuel](#)

- [Audit Instruments](#)
- [Audit Process and Appeals](#)
- [Auditor Qualifications and Application](#)

COMMON POLICY DECLARATIONS

POLICY NO.: **BIPKG0133300**

RENEWAL OF: **NEW**

NAMED INSURED AND MAILING ADDRESS:

PRODUCER:

JMC ASSOCIATES

PHYSICAL ADDRESS: **19 JUNIPER DRIVE
SANDIN PARK, NEW MEXICO 87047**

**W. H. BROWNYARD CORPORATION
21 MAPLE AVENUE, PO BOX 9175
BAY SHORE, NY 11706**

MAILING ADDRESS: **PO BOX 40
SANDRA PARK, NEW MEXICO 87047**

POLICY PERIOD: From **8/08/2014** to **8/08/2015** 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
<input checked="" type="checkbox"/> Commercial General Liability	\$ 1,650. MP
<input type="checkbox"/> Commercial Auto	\$
<input type="checkbox"/> Commercial Property	\$
<input type="checkbox"/> Commercial Inland Marine	\$
<input type="checkbox"/> Premium is payable in installments: See endorsement.	TOTAL POLICY → PREMIUM \$ 1,650. MP

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SEE FORMS INDEX

BUSINESS DESCRIPTION: **INVESTIGATIVE AND SECURITY CONSULTATION OPERATIONS**

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORMS(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

Date issued: 8/12/14 JAS/et
AIC-SGP-D3 (8/02)

Countersigned by:

Thomas W. Brown



Arch Insurance Company
3100 Broadway, Suite 511
Kansas City, MO 64111

COMMON GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: BIPKG0133300

EFFECTIVE DATE: 8/08/2014

NAMED INSURED: JMC ASSOCIATES

RENEWAL OF: NEW

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	<u>\$3,000,000.</u>	
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	<u>\$3,000,000.</u>	
PERSONAL & ADVERTISING INJURY LIMIT	<u>\$1,000,000.</u>	
EACH OCCURRENCE LIMITS	<u>\$1,000,000.</u>	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	<u>\$100,000.</u>	Any One Premises
MEDICAL EXPENSE LIMIT	<u>\$5,000.</u>	Any One Person

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE	ADVANCE PR/CO	PREMIUM ALL OTHER
Private Investigators	-	36,000.	8.00	INCLUDED	1,650. MP
Security Consultants	-	"If Any"	8.00	INCLUDED	"If Any"
TOTAL				\$INCLUDED	\$1,650. MP

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:
VARIOUS

TOTAL ADVANCE PREMIUM
FOR THIS →
COVERAGE PART

\$1,650. MP

FORM OF BUSINESS: ☐ Individual ☐ Joint Venture ☐ Partnership ☐ Corporation ☒ Other

THESE DECLARATIONS, WHEN COMBINED WITH THE COMMON POLICY DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

AIC-SGP-D (08/02)

ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINTENTIONAL ERRORS OR OMISSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by the addition of the following:

It is agreed that failure by you to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on
award _____ and extends for a period of one (1)
year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- ☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☒ See specifications

☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____ for _____
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
34. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
37. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
38. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
39. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
40. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

JUSTICE MANAGEMENT CONSULTING ASSOCIATES
(Company)



(Authorized Signature) (Representative Name, Title)

505-977-7607 505-281-7985 11-15-2014
(Phone Number) (Fax Number) (Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Justice Management Consulting Associates

Authorized Signature: [Signature] Date: NOV. 15, 2014

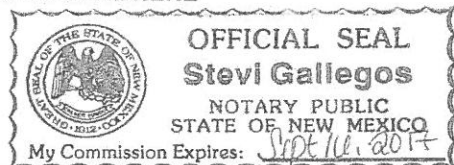
State of New Mexico

County of Bernalillo, to-wit:

Taken, subscribed, and sworn to before me this 15th day of November, 2014.

My Commission expires September 16, 2017.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)

REQUEST FOR QUOTATION
CRFQ – COR1500000019

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Corrections, Stevens Correctional Center, McDowell County Correctional Center and the WV Division of Juvenile Services, hereinafter referred to as "Agency" to establish a contract for Prison Rape Elimination Act audits.

The Agency requires one or more auditors to conduct Prison Rape Elimination Act (PREA) audits. In accordance with the PREA Standards, the Agency will schedule at least 1/3 of these facility audits prior to August 20, 2015, and the remaining 2/3 prior to August 20, 2016.

Stevens Correctional Center and McDowell County Correctional Center are county-owned facilities that house Agency's inmates. The two facilities are located in near proximity, share the leadership staff, and only house inmates for the Agency. Both are medium security with approximately a 446 combined inmate population. These facilities are included with the Division of Corrections facilities.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Services" means PREA audits.

2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Services. The pricing pages are included in this RFQ as Exhibits A – Division of Juvenile Services and Exhibit B – Division of Corrections.

2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as CRFQ COR1500000019.

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

3.1. The Auditors must have current, valid certification by the United States Department of Justice (DOJ) to conduct audits. Auditors assigned to DOC or RJA facilities must have DOJ certification to audit Prisons and Jails and auditors assigned to audit DJS facilities must have DOJ certification to audit Juvenile Facilities.

REQUEST FOR QUOTATION
CRFQ – COR1500000019

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Pre-Audit

4.1.1.1 Vendor shall provide a notice to be posted at the facility being audited with his/her contact information 60 days prior to the audit for confidential communications.

4.1.1.2 Vendor shall communicate with the Victim Advocates organization.

4.1.1.3 Vendor shall ensure that the Agency Questionnaire is available online and accessible to the Statewide PREA Coordinator, Assistant Commissioner/Deputy/Assigned Staff and Facility Compliance Manager at least six (6) weeks prior to the audit date.

4.1.1.4 Vendor shall provide instructions for completing the online questionnaire.

4.1.1.5 Vendor shall, at least two weeks prior to the audit, initiate auditor review of the questionnaire and discuss with the PREA Coordinator, Assistant Commissioner/Deputy/Assigned Staff, and Facility Compliance Manager to get clarification and explain the audit process.

4.1.1.6 Vendor shall review policies and procedures for completion of the Auditor Compliance Tool.

4.1.2 Audit

4.1.2.1 Vendor shall conduct an on-site facility tour and provide instructions/facility guidance for conducting the tour.

REQUEST FOR QUOTATION
CRFQ – COR1500000019

4.1.2.2 Vendor shall conduct interviews with the following individuals in accordance with PREA Audit Instrument provided by the PREA Resource Center.

- Agency Head, or designee
- PREA Coordinator
- PREA Compliance Manager
- Warden/Administrator, or designee
- Random sample of staff
- Specialized Staff (as defined in PREA Audit Guide)
- Offenders

4.1.3 Post-Audit

4.1.3.1 Vendor shall finalize the Auditor Summary Report. This may require follow-up communication with the PREA Coordinator and/or the Facility Compliance Manager.

4.1.3.2 Vendor shall upload additional documents gathered onsite.

4.1.3.3 Vendor shall make a standard by standard determination of findings including the need for corrective action for each measure based on the review of:

- Policies/procedures
- All documentation
- Data
- Interview with offenders and staff
- Information from the tour of the facility

4.1.3.4 Vendor shall determine compliance for each standard in accordance with guidelines provided for auditors by DOJ.

4.1.3.5 Vendor shall provide findings that summarize whether or not the facility:

- Meets standards
- Exceed standards
- Does not meet standards – must provide details of standards not met.

REQUEST FOR QUOTATION
CRFQ – COR1500000019

4.1.4 General Terms

4.1.4.1 Vendor shall complete audits at all facilities no later than August 20, 2016.

4.1.4.2 Vendor shall complete all audits in compliance with BJA approved Audit Tools, procedures, and FAQ guidance as found on the PREA Resource Center website (<http://www.prearesourcecenter.org/audit>).

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The contract shall be awarded to the Vendor that provides the contract services meeting the required specifications for the lowest overall total cost as shown on the pricing pages. The intention is to award one contract, however, if judged to be in the best interest of the State of West Virginia, the award may be awarded to multiple vendors for the lowest cost for the contract services per facility. If multiple contracts are awarded, Vendors may have a combination of Division of Juvenile Services and Division of Corrections facilities if deemed to be the successful vendor.

5.2 Pricing Page: Vendor should complete the Pricing Pages by entering a price per audit for the entire facility. Vendor shall provide an overall total cost, however, Agency reserves the right to award in whole or in part. Vendor should complete the Pricing Pages in full as failure to complete the Pricing Pages in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: Agency shall pay a flat fee, per facility, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
CRFQ – COR1500000019

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
CRFQ - COR1500000019

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: SHANNON McREYNOLDS
Telephone Number: 505-977-7607
Fax Number: 505-281-7985
Email Address: SMCREYNOLDS@JMCASSOCIATES.US

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☒ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Justice Management Consulting Associates

Signed: [Signature]

Date: November 13, 2014

Title: General Manager

STATE OF WEST VIRGINIA - PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS
CERTIFICATION APPLICATION**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code §5A-3-12** requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$1,000 are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at **wvOASIS.gov**. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (**West Virginia Code §5A-3-12**). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at <http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf>.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in **West Virginia Code §5A-3-12**, other applicable sections of the **West Virginia Code**, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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, West Virginia Insurance Commission, or other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to **West Virginia Code of State Rules §148-1-6.1.7**. If you have any questions concerning this Vendor Registration and Disclosure Statement, please contact the Purchasing Division at (304) 558-2311.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual Justice Management Consulting Associates
DBA, if any JMC Associates
Bidding Address PO Box 40, 19 Juniper Drive

City, State, Zip Sandia Park, NM 87047-0040
Principle Contact Person Shannon McReynolds E-mail smcreynolds@jmcassociates.us
Telephone Number 505-977-7607 Fax Number 505-281-7985

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

2. Vendor Classified As:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Attorney Corporation |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Board Member | <input type="checkbox"/> Payroll |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Employee |
| <input type="checkbox"/> Estate | |

3. Taxpayer Identification Number (TIN): If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

8 0 0 2 7 9 9 6 3 EIN

If you do not have a EIN, please enter Social Security Number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN ☐, ITIN ☐, ATIN ☐)

4. (A) Small, Women-Owned, Minority-Owned Businesses

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states.

Certification of Status (Check all those which apply)

- ☐ **Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- A "minority individual" means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

- **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

- ☒ **Small Business [2]** means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- ☐ **Women-owned Business [3]** means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- ☐ Disabled Small Business Ownership [4]
- ☐ Veteran Small Business Ownership [5]

5. Are you registering as a new vendor with the Purchasing Division? ☐ No ☒ Yes
6. Are you updating the information previously submitted? ☒ No ☐ Yes

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

7. Are you completing this form to register a branch/division/subsidiary? ☒ No ☐ Yes

8. Is the Legal Company's address the same for ordering and payment? ☐ No ☒ Yes

If the ordering or payment addresses are different for the Parent Company or the branches, divisions or subsidiaries, please enter this information below:

☐ Ordering ☐ Payment

Address: _____

City, State, Zip: _____

☐ Ordering ☐ Payment

Address: _____

City, State, Zip: _____

9. **Commodity Codes:** You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at wvOASIS.gov.

10. **List the name, title, city and state of residence for all owners/officers.** If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence
Shannon McReynolds	General Manager	Sandia Park, NM 897047

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: SM

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

11. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.
U.S. New Mexico Federal Credit Union 505-342-8888 or 888-342-8766

12. What is the latest Dun & Bradstreet number and rating on the vendor? 82-986-5364

13. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. ☒ No ☐ Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **West Virginia Code §5A-3-12(e)**.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Shannon McReynolds

Authorized Agent of Vendor (Print Name)



Authorized Agent (Signature)

General Manager

Title

November 13, 2014

Date

**PURCHASING DIVISION
USE ONLY**

Vendor ID: _____

Check No. : _____

Memo No. : _____

Date: _____

Entered by: _____

WV Division of Corrections, Stevens Correctional Center and McDowell County Correctional Center

Item No.	Facility Name	Address	Type	Inmate Population	Gender	Unit of Measure	Price Per Facility/Audit
1	Anthony Correctional Center	HC 70, Box N-1 White Sulphur Springs, 24986	Minimum - Youthful Offender 18-26 yrs	220	M/F	EA	\$4,578.20
2	Beckley Correctional Center	111 S. Eisenhower Drive Beckley, 25801	Minimum/Work Release	59	M/F	EA	\$4,577.81
3	Charleston Correctional Center	607 Brooks Street Charleston WV 25301	Minimum	66	M/F	EA	\$4,577.76
4	Denmar Correctional Center	HC 64, Box 125 Hillsboro, 24946	Medium	216	Male	EA	\$4,577.04
5	Huttonsville Correctional Center	US Rt. 250 South Huttonsville 26273	Maximum	1184	Male	EA	\$5,600.32
6	Lakin Correctional Center	11264 Ohio River Road West Columbia, 25287	Multi-Security	455	Female	EA	\$5,591.95
7	Martinsburg Correctional Center	38 Grapevine Road Martinsburg, 25401	Intake/Maximum	120	Male	EA	\$4,578.00
8	Mt. Olive Correctional Complex	1 Mountainside Way Mt. Olive 25185	Maximum/Medium	1126	Male	EA	\$5,596.22
9	Northern Correctional Facility	112 Northern Regional Correctional Drive Moundsville WV 26041	Maximum	253	Male	EA	\$4,579.30
10	Ohio County Correctional Complex	1501 Eoff Street Wheeling, 26003	Community/Minimum	66	Male	EA	\$4,578.42
11	Parkersburg Correctional Center	225 Holiday Hills Drive Parkersburg, 26170	Minimum	30	Male	EA	\$4,578.00

WV Division of Corrections, Stevens Correctional Center and McDowell County Correctional Center

Item No.	Facility Name	Address	Type	Inmate Population	Gender	Unit of Measure	Price Per Facility/Audit
12	Pruntytown Correctional Center	Rt. 4, Box 49A Grafton, WV 26354	Minimum/Medium	369	Male	EA	\$4,579.29
13	Salem Correctional Center	7 Industrial Blvd. Industrial, WV 26426	Minimum/Medium	400	Male	EA	\$5,592.00
14	St. Mary's Correctional Center	2880 N. Pleasants Highway St. Mary's, WV 26170	Medium	554	Male	EA	\$5,595.40
15	Stevens Correctional Center	795 Virginia Avenue Welch, WV 24801	Medium	223	Male	EA	\$4,578.19
16	McDowell County Correctional Center	50 Court Street Welch, WV 24801	Medium	223	Male	EA	\$4,578.19

OVERALL TOTAL COST:

\$78,336.09

NOTES:

- A. Mt. Olive Correctional Center and Huttonsville Correctional Center have work camps outside of the fence. This inmate population is included in the facility population numbers set forth above.
- B. Stevens Correctional Center and McDowell County Correctional Center have a combined inmate population of 446

Bidder/Vendor Information:

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