

December 5, 2016

Crystal Rink
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

SEALED BID:
BUYER: Crystal Rink
SOLICITATION NO.: CRFQ DJS1700000007
BID OPENING DATE: DECEMBER 29, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

Ms. Rink:

Please find enclosed my Bid under Solicitation #CRFQ DJS1700000007, for polygraph testing of juveniles at the Sam Perdue Facility.

I am currently a Vendor for the State of West Virginia doing polygraphs on Sex Offenders for the Division of Corrections and the WV State Supreme Court for Sex Offenders. **My Vendor Number is: VC0000011562**

I have also attached several of my certifications and West Virginia Division of Labor Polygraph Examiners License Class I to this Bid. I look forward to serving for and doing business with the Sam Perdue Facility.

Thank you,



George A. Sinclair
Truth Seeker, LLC
364 Patteson Drive #108
Morgantown, WV 26505
(304) 290-8614
truthseekerllc@yahoo.com

12/08/16 13:08:35
WV Purchasing Division



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 275323

Doc Description: POLYGRAPH TESTING EXAMINATIONS AT SAM PERDUE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-02	2016-12-29 13:30:00	CRFQ 0621 DJS1700000007	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number: George A. Sinclair/Truth Seeker, LLC
 364 Patteson Drive #108
 Morgantown, WV 26505
 (304) 290-8614
 truthseekerllc@yahoo.com

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X

FEIN # 46-2351337

DATE December 5, 2016

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR POLYGRAPH TESTING EXAMINATIONS AT SAM PERDUE JUVENILE CENTER PER THE ATTACHED.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF 1200 QUARRIER ST		AUTHORIZED RECEIVER SAM PERDUE JUVENILE CENTER 843 SHELTER RD	
CHARLESTON	WV25301	PRINCETON	WV 24739
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Polygraph Testing Examinations	45.00000	EA	300.00	\$13500.00

Comm Code	Manufacturer	Specification	Model #
92121603			

Extended Description :

Price Per: Polygraph Test- Estimated 45 annually for bidding purposes only.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2016-12-13

DJS170000007	Document Phase Draft	Document Description POLYGRAPH TESTING EXAMINATIONS AT SAM PERDUE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 13, 2016 at 4:00 PM EST

Submit Questions to: Senior Buyer-Crystal Rink
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Rink@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Crystal Rink
SOLICITATION NO.: CRFQ DJS1700000007
BID OPENING DATE: December 29, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 29, 2016 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "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.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "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.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 _____ upon 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 thirty-six (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. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 Section 3 in 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.

8. 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.

9. 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.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

n/a

for n/a

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.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. 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.

13. 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.

14. 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.

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. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. 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.

18. 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 § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. 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.

21. 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 laws, regulations, and ordinances.

22. 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.

23. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

33. 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.

34. 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.

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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

George A. Sinclair - Owner/Operator

(Name, Title)
G.A.S. GEORGE A. SINCLAIR OWNER-OPERATOR

(Printed Name and Title)
364 Patteson Drive #108 Morgantown, WV 26505

(Address)
(304) 290-8614

(Phone Number) / (Fax Number)
truthseekerllc@yahoo.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Truth Seeker, LLC

(Company)
G.A.S. OWNER/OPERATOR GEORGE A. SINCLAIR

(Authorized Signature) (Representative Name, Title)

George A. Sinclair - Owner/Operator

(Printed Name and Title of Authorized Representative)

December 5, 2016

(Date)

(304) 290-8614

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DJS1700000007

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input checked="" type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input checked="" type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input checked="" type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input checked="" type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Truth Seeker, LLC

Company


Authorized Signature

December 5, 2016

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION
CRFQ DJS1700000007
POLYGRAPH TESTING SERVICES**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Juvenile Services to establish an open-end contract for Polygraph Testing Examinations at the Sam Perdue Juvenile Center located at 843 Shelter Road, Princeton, WV 24739

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 Clinical Polygraph Examinations as more fully described in these specifications.

 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. To qualify for this position, an examiner must be certified with the American Polygraph Association, WV State Polygraph Licensure and Post – Conviction Sexual Offender Testing (PCSOT) training. The examiner shall be experienced with the implementation of the Polygraph with sexual offenders in a residential treatment facility and shall be able to conduct the examination with a non-judgmental attitude toward the offender population.

Vendor should submit a copy of their resume to demonstrate their experience with juvenile sexual offenders as stated above. Vendor will submit all certifications and documentation listed above upon request in order to verify that they meet the minimum specifications set forth in the CRFQ.

**REQUEST FOR QUOTATION
CRFQ DJS170000007
POLYGRAPH TESTING SERVICES**

4. MANDATORY REQUIREMENTS:

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

The polygraph examiner must be experienced in utilizing the following types of examinations:

1. **Disclosure Examinations:** This is a treatment test to assist the treatment of providers. The purpose of this test is to verify or break the offender's denial of guilt (all or in part) to the offense for which they have been convicted so that treatment can be more effective.
2. **Monitor Examinations:** This polygraph test is designed to determine whether the offender has committed a new sexual offense during the period of supervision.
3. **Maintenance Examinations:** This examination is used to learn if an examinee has committed any deviant sexual acts while in treatment.
4. **Specific Issue Examinations:** This exam addresses one specific issue such as the crime of conviction or a new charge.

This specialized area not only requires more knowledge about polygraph, but also requires additional knowledge about this particular group of examinees. The examiner must be able to work with and comprehend what type of verifiable information is obtainable and needed by the treatment team for evaluation and treatment purposes. The ultimate goal of the program is twofold. The first goal is to protect society from being re-victimized by the offender. The second goal is to assure that the offender obtains meaningful treatment while ensuring that no re-offense or criminal conduct goes undetected while in treatment and give insight into the offender's level of risk to reoffend.

- 4.1.1** All testing will take place at the Sam Perdue Juvenile Center and will be scheduled in advance. All efforts possible will be taken to schedule tests at a mutually convenient time. The program will accommodate 24 residents and the average resident will be tested at least twice during their treatment. We are estimating that the program will utilize approximately 40-50 per year.

All examinations will be given at the Center and will be in conjunction with the program developed specifically for the treatment of those juveniles who are sexual offenders. The Clinical Polygraph Examination has been incorporated into

**REQUEST FOR QUOTATION
CRFQ DJS1700000007
POLYGRAPH TESTING SERVICES**

the treatment program as an assessment tool to confirm information that the resident has already disclosed in treatment and to encourage them to disclose secrets they have been concealing. The results of the polygraph will not be used to acquire any new charges for the resident, but to further the resident's progress in the treatment program.

4.1.1.1 PREA (Prison Rape Elimination Act)

In accordance with the Prison Rape Elimination Act (PREA), the contractor shall adopt and comply with all Juvenile Facility PREA Standards established by the United States Department of Justice. The contractor shall allow the Division to monitor and provide technical support to the Contractor in an effort to achieve compliance with PREA standards. The contractor shall comply with all DJS Policies, including Policy 151.00 (Attachment A) Prison Rape Elimination Act which can be found at the following Website address:
www.djs.wv.gov

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.

5.2 Pricing Page: Vendor should complete the Pricing Page/Commodity Line by entering the unit price per test as per the estimated annual usage. Vendor should complete the Pricing Page/Commodity Line in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor will bid a per test price to include all supplies and travel expenses.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:
Crystal.G.Rink@wv.gov

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

**REQUEST FOR QUOTATION
CRFQ DJS1700000007
POLYGRAPH TESTING SERVICES**

contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

- 7. PAYMENT:** Agency shall **pay per test**, as shown on the Pricing Pages/Commodity Lines, for all Contract Services performed and accepted under this Contract. **All invoicing on this contract will be in arrears, no services will be paid for until they have been received.** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 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 DJS170000007
POLYGRAPH TESTING SERVICES**

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. Immediate cancellation of the Contract.



10.2.2. Immediate 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: George A. Sinclair
Telephone Number: (304) 290-8614
Fax Number: _____
Email Address: truthseekerllc@yahoo.com

	WEST VIRGINIA DIVISION OF JUVENILE SERVICES	<u>POLICY NUMBER:</u>	<u>PAGES:</u>
			18
<u>CHAPTER:</u> Administration and Management	<u>REFERENCE AND RELATED STANDARDS:</u> WV Code §§49-2-803, 49-2-903, 61-8B-10; Prison Rape Elimination Act (PREA), §§115.311, 115.316, 115.333, 115.341, 115.531, 115.352, 115.361, 115.363, 115.367, 115.371, 115.372, 115.377, 115.381, 115.383, 115.386, 115.387, 115.388, 115.393; ACA 3-JDF-3D-06- 1 thru 3D-06-10; PbS Standards – Safety #3		
<u>SUBJECT:</u> Prison Rape Elimination Act (PREA)			
<u>DATE:</u> July 1, 2016			

POLICY

The Division of Juvenile Services has zero tolerance for the sexual misconduct of any staff against any resident in its custody or participating in any DJS program. This policy is established to help prevent sexually abusive behavior, educate staff to intervene properly and timely, detect incidents, perpetrators and victims of sexually abusive behavior, investigate reported incidents and discipline and/or prosecute perpetrators. This policy applies to both staff-on-resident and resident-on-resident abuse.

CANCELLATION

This policy has been revised and supersedes Policy 151.00 dated October 1, 2015.

APPLICABILITY

1. This Policy applies to all Division of Juvenile Services' employees, volunteers, professional visitors, contracted staff, community service supervisors, juvenile residents, visitors and others working and/or visiting within facilities operated by or with the youth ordered to the custody of the West Virginia Division of Juvenile Services.
2. Pursuant to West Virginia Code §61-8B-10, any person employed by the Division of Juvenile Services who engages in sexual intercourse or sexual intrusion with a person who is incarcerated in this state is guilty of a felony.
3. Interns, contracted employees and volunteers are required to read this Policy and sign the attached Certificate of Understanding (Attachment #1). The facility will maintain the Certificate of Understanding forms.

Chapter	Subject	Policy #	Page
Administration and Management	Prison Rape Elimination Act (PREA)	151.00	2 of 18

DEFINITIONS

1. **Abusive Sexual Contacts**—Intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person without his or her consent, or of a person who is unable to consent or refuse.
2. **Contractors**—any person or corporation, other than an employee of the West Virginia Division of Juvenile Services, who provides services on a recurring basis pursuant to a contractual agreement with the agency.
3. **Division PREA Compliance Manager**—A Central Office staff member who assists the Division PREA Coordinator to closely monitor the Facility PREA Compliance Managers to ensure PREA compliance.
4. **Division PREA Coordinator** – an upper-level management staff member designated by the Division of Juvenile Services with the authority and sufficient time to coordinate the mission, policies and implementation of all PREA standards agency-wide and to oversee compliance with the PREA standards in all of its facilities.
5. **Employee**—any person compensated by the State of West Virginia for work performed to include permanent employment, temporary employment and other employees of the State of West Virginia.
6. **Nonconsensual Sexual Acts**—Contact of any person without his or her consent, or of a person who is unable to consent or refuse; and
 - a. Contact between the penis and the vagina or the penis and the anus including penetration, however slight; or
 - b. Contact between the mouth and the penis, vagina, or anus; or
 - c. Penetration of the anal or genital opening of another person by a hand, finger, or other object.
7. **PREA Compliance Manager** – A facility-level employee designated by the Division of Juvenile Services with sufficient time to coordinate and oversee each facility's efforts to comply with the PREA standards and to monitor, follow-up and respond to all PREA complaints within the facility in accordance with the PREA standard.
8. **PREA Counselor** – A facility-level employee designated by the Division of Juvenile Services as one who is trained for special counseling of a resident who may have been abused under the definitions of this policy.

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9. **Prison Rape Elimination Act (PREA)**—The Prison Rape Elimination Act of 2012 establishes a zero tolerance standard for the incidence of resident sexual assault and rape; makes prevention of resident sexual assault and rape a top priority in each facility; develops/implements national standards for the detection, prevention, and punishment of prison rape; increase available data and information of the incidence of resident sexual assault and rape; standardizes the definitions used for data collection; increase accountability of juvenile officials who fail to detect, prevent, reduce and punish prison rape; and protects the Eighth Amendment rights of federal, state and local juvenile residents.
10. **Professional Visitor**—any person having access to any of the agency's facilities, who provides a professional service to residents or employees, including, but not limited to, attorneys, paralegals, paraprofessionals, investigators (other than employees), law enforcement officers, clergy and unpaid interns.
11. **Resident**—any youth committed to the care and custody of the West Virginia Division of Juvenile Services by any court or judicial sanction. This definition includes youth assigned to such programs as day reporting and aftercare services.
12. **Sexual Misconduct**—for the purpose of this policy shall be defined as those definitions defined as nonconsensual sexual acts, abusive sexual contacts, staff sexual misconduct and staff sexual harassment.
13. **Staff Sexual Harassment**—Repeated verbal statements or comments of a sexual nature to a resident by employee, volunteer, official visitor, or agency representative, including:
- a. Demeaning references to gender or derogatory comments about body or clothing, or
 - b. Profane or obscene language or gestures.
14. **Staff Sexual Misconduct**—Any behavior or act of a sexual nature directed toward a resident by an employee, volunteer, official visitor, or agency representative. Romantic relationships including conversations or correspondence between staff and residents are included. Consensual or nonconsensual sexual acts include:
- a. Intentional touching of the genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, arouse, or gratify sexual desire, or
 - b. Completed, attempted, threatened, or requested sexual acts, or
 - c. Occurrences of indecent exposure, invasion of privacy, or staff voyeurism for sexual gratification.

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15. **Violation of Privacy Rights of Residents**—this includes, but is not limited to, the act or the attempted act of observing or interfering with a resident's personal affairs without a reasonable need to do so for the immediate safety and security of the juvenile resident, employees, or others within the facility or ones' caseload. Violations may include unreasonable intrusive viewing of a residents' use of shower, toilet, or in areas where residents dress, outside legitimate security or safety needs. Acts that may also be included consist of a person of the opposite sex failing to announce his/her presence when entering a housing unit in a non-emergency or scheduled situation (such as count times, room searches, etc.), reading personal mail or written materials of a resident when not required for safety and security of the facility or the juvenile.
16. **Visitors**—any person having access to any of the agency's facilities for personal and/or official reasons.
17. **Volunteer**—any person who, by mutual agreement with the agency, provides service without compensation, or who voluntarily assists residents, a facility or the agency in the course of duties without any type of compensation.
18. **Youth-on-Youth Sexual Harassment**- Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one youth directed to another.

PURPOSE

The West Virginia Division of Juvenile Services has zero tolerance for instances of staff sexual misconduct or resident-on-resident sexual abuse. It is the policy of the West Virginia Division of Juvenile Services to protect, prevent and investigate any reports of sexual misconduct within any of its' facilities and/or community programs. With this said, it is the intent of this Policy to ensure that:

1. Employees, residents, contractors, volunteers, visitors and other agency employees are informed of the Divisions' "zero tolerance" philosophy in regards to sexual misconduct.
2. Standard procedures are in place at all facilities, to include community-based programs, to prevent, detect and report sexual misconduct.
3. Victims of sexual misconduct receive prompt and effective response to their physical, psychological, and security needs.
4. Allegations of sexual misconduct receive prompt intervention and investigation upon report.

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5. Sexual conduct between staff and juveniles, volunteers, or contract personnel and juveniles, regardless of consensual status, is prohibited and subject to administrative and criminal disciplinary sanctions.
6. All facilities will have a locked box that a resident can use to report any incident of sexual misconduct anonymously. Complaints can be made via this lock box for which only Central Office staff members will access at least every fourteen (14) days. Additionally, staff and other personnel may use the box to anonymously report other instances, concerns and/or problems, if they so choose.

PREVENTION

Staff are responsible for understanding and participating in the prevention of sexual misconduct, as outlined in this Policy. Staff are also responsible for ensuring that, within seventy-two (72) hours of admission, residents receive and review a Resident PREA Orientation (Attachment #2), from a PREA counselor, if possible. PREA training will be completed by a PREA counselor.

1. Intake Screening

- a. All residents entering a DJS facility are screened as directed by Health Services at that facility. The following steps should be taken:
 - i. Residents with a history of sexual victimization, which have been identified through the intake process (i.e.; from self report, review of available documentation, information from social workers, probation officers, etc.), should be referred to mental health services as soon as possible but no later than 14 days after intake. Staff should notify the Facility Superintendent/Director of the facility as well as the person responsible for the overall security of the facility. Appropriate steps should be taken to keep the individual separated from any known sexual perpetrators and direct monitoring should take place.
 - ii. Residents with a history of sexual predation, which have been identified through the intake process (i.e.; commitment orders, self report, review of available documentation, information from social workers, probation officer, etc.), should be referred to mental health services as soon as possible but no later than 14 days after intake. The Facility Superintendent/Director is to be notified as well as the person responsible for the overall security of the facility. Appropriate steps should be taken to keep the individual separated from any known sexual victims and close monitoring should take place.

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iii. Any resident, while during the intake process, is suspected of being "At Risk" for victimization or for being a perpetrator, should be dealt with in the same manner as victims and predators are outlined above. They shall be reviewed by mental health services for an assessment of risk, treatment and management needs.

b. If possible, those at risk for becoming a victim should be assessed for being placed at another facility to include a facility of lesser security, depending on the current offense being charged or sentenced for, particularly if separation from predators can not be accomplished at the current facility.

c. If a resident returns to DJS custody or is transferred within the Division, and records indicate that the resident has had PREA training within the past six (6) months, only the intake orientation with the PREA counselor is necessary. The resident should be scheduled to attend the next bi-annual PREA training.

2. Facility Operation

a. All facilities should be assessed for areas in which the risk of staff sexual misconduct and/or resident-on-resident abuse may be successful without detection. Any such areas should be limited for resident movement, placement of surveillance cameras or other safety/security measures taken to ensure safety of both residents and staff.

b. To ensure that any deficiencies in resident supervision are promptly identified and corrected, facility administrators and supervisors responsible for reviewing critical incidents should examine known areas where sexual abuse has occurred to assess and take corrective action regarding any physical barriers that may have enabled the abuse, any problems with staffing levels in those areas at different times of the day, and any needs for monitoring technology to supplement direct care staff supervision. A review will be conducted at least annually to determine the need for new or additional monitoring technology.

c. Residents should not be permitted in residential areas of the opposite sex. Staff should be restricted as much as possible from being secluded with residents, especially during times that no other staff are present and/or during times of such activities as showering and sleeping.

d. Staff will ensure that residents who are limited English proficient (LEP), deaf, and/or disabled residents as well as those residents who have limited reading skills or who are visually impaired understand their rights and responsibilities under PREA and have equal opportunity to participate in or benefit from all aspects of the division's efforts to prevent, detect, and respond to sexual abuse and sexual harassment.

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- e. The facility prohibits the use of resident interpreters, youth readers or other types of resident assistants except in exigent circumstances where an extended delay in obtaining an effective interpreter could compromise the resident's safety, the performance of first-response duties under PREA §115.364 or the investigation of the resident's allegations. All exigent circumstances must be documented.
- f. Each facility will have a minimum of two staff members to serve as PREA counselors.

PREA COUNSELOR DUTIES

1. Complete one-on-one initial resident education within three (3) business days after intake.
2. Conduct comprehensive resident education class semiannually during the months of April and October.
3. All resident education information shall be entered and uploaded, when necessary, into the Offender Information System.
4. Complete initial training for staff, contractor staff and volunteers during orientation.
5. Be available to talk to residents in the event they feel their rights have been violated, and report complaints to the appropriate individuals.
6. Examine each facility PREA complaint. All complaints, whether valid or not, are to be reported to the Division PREA Coordinator.
 - a. If the incident involves resident-on-resident contact, the PREA counselor will gather, document and report facts regarding the incident reported to them. As the information is gathered, it is the responsibility of the PREA counselor to keep their facility chain of command, if appropriate, informed about the details of the incident as well as the Division PREA Coordinator, who will be updated accordingly and the information will be entered into the appropriate database. The PREA counselor is to continue any investigation to its conclusion regardless of whether the alleged victim recants, denies or wishes to not pursue the allegation.
 - b. If the incident involves resident contact with an employee, contractor, visitor or volunteer, the PREA counselor will immediately cease gathering information about the incident and notify the Division PREA Coordinator, and a Division investigator will be assigned.

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FIRST RESPONDERS/REPORTING REQUIREMENTS

1. Any person can essentially be a first responder. A first responder is any person who:
 - a. Witnessed the act of sexual misconduct,
 - b. Witnessed the perpetrator leaving the area of the victim,
 - c. Witnessed the victim immediately following an incident,
 - d. Was the person that the victim felt comfortable reporting the occurrence to, or
 - e. Was the person that received information (confidential or otherwise) that an alleged incident occurred.
2. The first responsibility of a first responder is to separate the victim from the perpetrator. The safety of the victim is the first priority.
3. Staff/First Responder Requirements
 - a. All employees, professional visitors, volunteers, contract staff and/or other agency employees that have knowledge of, or is witness to any sexual misconduct, are required to report such as follows:
 - i. All employees, professional visitors, volunteers, contract staff and/or other agency employees are to report any knowledge of any act of sexual misconduct to any staff member available at the time that they become aware of the known or alleged act of sexual misconduct.
 - ii. All Division employees are required to contact the Central Office Administrative Duty Officer and the Facility Superintendent/Director and their facility's PREA counselor when knowledge becomes known to them or they witnessed the act itself.
 - iii. All employees, professional visitors, volunteers, contract staff and/or other agency employees are responsible for reporting any known or alleged acts to the Department of Health and Human Resources (DHHR), Institutional Investigation Unit (IIU) at 1-800-352-6513, however, any time that a suspected event is reported to IIU, the Central Office Administrative Duty Officer and Facility Superintendent/Director are to be contacted also.

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- iv. The first responder, if not a witness, should gather the following information prior to reporting such alleged misconduct. The name of the victim and alleged perpetrator, where the alleged event took place, and how long ago it took place. If the abuse occurred within a time period that still allows for the collection of physical evidence, the scene of the alleged incident should be secured as indicated in Policy 324.00 – Crime Scenes and Physical Evidence Preservation, Attachment #2 – Crime Scene Response Procedures.
 - v. All information regarding any sexual misconduct is to be kept confidential and reporting or revealing any information related to a sexual abuse report is prohibited other than to the extent necessary to make treatment, investigation, and other security and management decisions.
- b. Reporting requirements are mandatory under West Virginia Code §49-2-803 and West Virginia Division of Juvenile Services Policy 335.00 – Facility Child Abuse and Neglect. Any employee failing to report such behaviors, whether alleged or otherwise, will be subjected to disciplinary actions. Failure of volunteers, contract staff, professional visitors and other agency employees to report such behaviors, whether alleged or otherwise, can result in loss of entry to the facility.

4. Resident Reporting

- a. Any resident victim or any other resident having knowledge of any sexual misconduct, retaliation for reporting sexual misconduct or staff neglect that contributed to an incident of sexual misconduct has the responsibility to report such knowledge. The following are several ways in which residents may report such knowledge:
 - i. Any resident may report any knowledge of such event to the PREA counselor or any staff person.
 - ii. Any resident may report any such knowledge via resident grievance procedure.
 - iii. Any resident may report any such knowledge anonymously via locked boxes made available in the facility.
 - iv. Any resident may call the Division's Sexual Abuse toll-free hot-line (1-855-366-0015).
 - v. Any resident may report any incident of sexual abuse on the Resident Satisfaction Survey upon their departure from the facility, if it is available.
 - vi. Any resident may report to Supreme Court Juvenile Justice Commission via United States Mail (pre-addressed envelopes provided with postage pre-paid)

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- b. Any resident who is a victim of sexual misconduct will receive medical, crisis intervention, mental health treatment and any type of long-term follow-up care as needed from the Division of Juvenile Services. If necessary, victims of sexual assault are referred under appropriate security provisions to a hospital for treatment and gathering of evidence.
 - c. Any resident who is identified as an abuser will be given a mental health evaluation and offered treatment if appropriate within 14 days.
5. **Resident PREA Grievance Procedure** – There is a PREA procedure available to all residents in the custody of the Division of Juvenile Services. These steps could include PREA Counselor, PREA Compliance Manager, and/or the Division Investigative Unit.
- a. Residents are informed of the PREA procedure upon intake at the facility. There is no time limit for the filing of a resident PREA grievance.
 - b. Staff are to report and document any allegation of sexual misconduct whether made verbally, in writing, anonymously or by a third party. Resident-on-resident sexual misconduct is to be reported via incident report in OIS and staff-on-resident sexual misconduct is to be reported via confidential report in OIS before the end of their current shift.
 - c. Residents have several options for reporting a PREA complaint, which includes, but is not limited to:
 - i. PREA Counselor,
 - ii. Any staff member,
 - iii. PREA Compliance Manager,
 - iv. The nurse or mental health practitioner,
 - v. Locked PREA Box,
 - vi. Grievance Box,
 - vii. West Virginia State Police
 - viii. Child Abuse Hot Line (1-800-352-6513),
 - ix. Division's Sexual Abuse toll-free hot-line (1-855-366-0015),
 - x. DJS Website (www.djs.wv.gov),
 - xi. Supreme Court Juvenile Justice Commission via United States Mail (pre-addressed envelopes provided with postage pre-paid)
 - xii. Anyone they trust, including fellow residents, family members, attorneys, and outside advocates. Anyone shall be permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of residents.
 - xiii. Or emailing DJSPREACoordinator@wv.gov.

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d. PREA Grievance Process

- ii. If a PREA complaint is reported to facility staff, that staff member will forward the complaint to the PREA compliance manager, who will initiate the following procedures:
 - 1) If the incident involves resident-on-resident contact, the PREA counselor will complete an incident report in OIS and keep the PREA Coordinator apprised of the situation as well as others in the facility chain of command, when appropriate.
 - 2) If the incident involves resident contact with an employee, contractor, visitor or volunteer, the PREA counselor will complete a confidential incident report in OIS and notify the Division PREA Coordinator about the incident. The Division PREA Coordinator will assign an investigator.
 - 3) A resident shall not be required to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse.
- iii. A resident may submit a written and signed PREA Complaint to be placed in a locked PREA Box located in an easily accessible area. (Any resident who has difficulty writing shall receive assistance in preparing their PREA complaint, if requested.) This box can only be opened by a staff member of Central Office and will be checked at least every two weeks.
- iv. PREA grievances will be processed immediately but no later than 24 hours of retrieval. Final determination regarding the merits of the grievance will be made upon completion of the investigation within 30 days. Extensions may be approved by the Director of Investigations, who will notify the resident in writing of any such extension and provide a date by which a decision will be made.
- v. At the conclusion of the investigation, written notification of the result (substantiated, unsubstantiated or unfounded) will be given to the resident who has made the original allegation by the facility PREA compliance manager if it is a resident-on-resident complaint. For staff-on-resident complaints, the Director of Investigations will provide written notification to the resident.
 - 1) For resident-on-resident allegations, the resident who made the allegation will be informed whenever the Division has learned that the alleged abuser has been indicted/convicted on a charge related to sexual abuse within the facility, and

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- 2) For staff-on-resident allegations, the resident will be informed whenever the staff member is no longer posted within the resident's unit or facility or has been indicted/convicted on a charge related to sexual abuse within the facility.
- vi. The facility will not discipline a resident for filing a grievance alleging sexual abuse unless the investigation demonstrates that the resident filed the grievance in bad faith.

THIRD-PARTY PREA COMPLAINTS - All complaints filed by a third-party on behalf of residents or former residents will be entered into the OIS System and forwarded to the Division PREA Coordinator.

1. Third parties, including fellow residents, staff members, family members, attorneys, and outside advocates, shall be permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of residents.
2. If a third party, other than a parent or legal guardian, files such a request on behalf of a resident, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also request the alleged victim to personally pursue any subsequent steps in the administrative remedy process.
3. Third-party reporting of sexual abuse, sexual harassment and youth or staff seeking relief against retaliation for reporting the same can also be accomplished by calling the Division's Sexual Abuse toll-free hotline at 1-855-366-0015 or on the Division's website at www.djs.wv.gov
4. If the resident declines to have the request processed on his or her behalf, the agency shall document the resident's decision.

INVESTIGATIONS - All case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment and/or counseling are retained according to the established schedule as outlined below:

1. All persons having any knowledge of or reason to suspect that sexual misconduct has taken place, is subject to questioning by person(s) investigating such allegations. Failure to cooperate with the investigation, such as withholding known information, withholding evidence or giving false statements will result in disciplinary action.

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2. All persons having any knowledge, suspicion, or information they received regarding an incident of sexual abuse or sexual harassment that occurred in a facility, retaliation against any resident or staff who reported such an incident, or any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation are required to report immediately.
3. All allegations of sexual misconduct will be taken seriously and investigated thoroughly by trained investigators. Investigations will be conducted in a timely manner and the investigator shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated. Findings will be reported to the Director of Juvenile Services at the conclusion of the investigation. An investigation will proceed and not be terminated even if the allegation is recanted by the resident or the employee leaves employment with the agency.
4. The investigator for each particular investigation will be selected by the Director of Juvenile Services. The gender of the victim and the gender of the investigator should be taken into consideration when making the selection.
5. If during the internal investigation, it has been determined that a criminal act has or may have occurred, the investigation shall be turned over to outside law enforcement.
6. Protection of witnesses and the victim shall be paramount throughout the investigation process. The Facility Superintendent/Director will ensure that any employee who has an allegation of sexual abuse/harassment against them will not have contact with that resident until the investigation can be completed. The Facility Superintendent/Director will ensure that any resident with an allegation of sexual abuse/harassment against another resident is separated from the other resident and can be transferred to another facility/unit, if deemed necessary.
7. Results of investigations must be reported to the Bureau of Justice Statistics under certain categories: (a) substantiated, (b) unsubstantiated, and (c) unfounded.
8. A copy of all incident reports and related paperwork will be forwarded to the Division's Director of Investigations and retained with the corresponding investigation. DJS will retain all written investigations and as long as the alleged abuser is committed or employed plus five years unless the abuse was committed by a juvenile resident and applicable law requires a shorter period of retention.
9. Any effort to hinder or impede an employee or resident from reporting an incident or retaliation by any employee or resident to any person reporting such activity will be dealt with through the disciplinary process.

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10. For any individual who expresses a fear of retaliation who has participated with or cooperated in an investigation of sexual abuse or sexual harassment against a resident, the Division shall protect that individual against retaliation.

TRAINING

1. Employee Training – The Division’s Training Coordinator shall ensure that a lesson plan is written and implemented that covers the following areas:
 - a. Prevention of sexual misconduct to include: elimination of areas within a facility where residents are permitted that direct surveillance of that area is not covered by direct sight or camera; proper intake screening and assessment; importance of including residents in a prevention program; and, proper supervision of residents.
 - b. Detection of sexual misconduct: what some of the indicators are of this activity occurring and some of the indicators that a person has been victimized.
 - c. Intervention by means of reporting requirements to include how to report, coordination of responding and, if applicable, how to secure a suspected crime scene.
 - d. After effects by means of appropriate counseling and therapy for the victim(s) to include mental health and medical follow-up. Continued protection for victims and witnesses, action plans for further prevention, and dealing with false allegations.
2. All facility PREA Compliance Managers, PREA counselors and Division investigators will receive specialized training as required that will be coordinated through the Division PREA Coordinator.
3. Training on sexual misconduct should be part of orientation for all new employees, residents (See Attachment #2), contract employees, volunteers and all other persons having direct contact with any resident.
4. Training on sexual misconduct should also become a part of annual training for all existing employees, residents, contract employees, volunteers and all other current/on going persons having direct contact with any resident.
5. Resident Training – Resident training/education of sexual misconduct will take place within three (3) business days after intake and should include the following topics:
 - a. Definitions of sexually abusive behavior,
 - b. Prevention/intervention strategies the resident can take to minimize his/her risk of sexual victimization,

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- c. Self-protection strategies to help the resident recognize signs of sexual predators,
 - d. Methods of reporting an incident of sexual misconduct against oneself, and for reporting allegations of sexually abusive behavior involving other residents,
 - e. Treatment options and programs available to resident victims of sexual abuse,
 - f. Monitoring, discipline and or prosecution of sexual perpetrators, and
 - g. Disciplinary process for those reporting false allegations.
6. In addition to the initial training upon intake, all residents in the Division's custody will receive PREA training biannually, explicitly during the months of April and October. All training for both initial and semi-annual training will be entered into OIS.
 7. Resident Intake – Information will be communicated orally and in writing via the resident handbook to each resident upon arrival at the facility. Residents will be screened within 24 hours of arrival at the facility for a history of 1) potential victimization or 2) sexually assaultive behavior. Such juveniles are identified, monitored, counseled and provided appropriate treatment. Housing assignments will be made accordingly.

REVIEWS

1. A steering committee comprised of The Division Director, Deputy Director, Division Assistant Directors, Legal Department, Field Representative(s) and ad hoc members as deemed appropriate by the Division PREA Coordinator will meet at least annually.
2. Facility Superintendents/Directors with the highest and lowest number of PREA incidents for the previous year will report to the committee meeting.
3. The steering committee will identify problem areas to include:
 - a. Physical plant issues,
 - b. Staffing shortages,
 - c. Staff training deficiencies,
 - d. Resident education,
 - e. Staff negligence,
 - f. Budget constraints,

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- g. Operations shortcomings, and
 - h. Procedural concerns.
4. The PREA Compliance Manager will conduct a sexual abuse incident review at the conclusion of every resident-on-resident sexual abuse investigation (conducted by facility PREA personnel) within thirty (30) days, unless the allegation has been determined to be unfounded.
 5. The Division PREA Coordinator will conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation conducted by the Division Investigators within thirty (30) days, unless the allegation has been determined to be unfounded.
 6. To prevent retaliation, the Division PREA Compliance Manager shall monitor, for at least 90 days following a report of sexual abuse, the conduct or treatment of residents or staff who reported the sexual abuse and of residents who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by residents or staff, and shall act promptly to remedy any such retaliation. The Division PREA Compliance Manager shall monitor resident disciplinary reports, housing, program changes, negative performance reviews, or reassignments of staff. In the case of residents, such monitoring shall also include periodic status checks. The Division PREA Compliance Manager shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need. The obligation to monitor shall terminate if it is determined the allegation is unfounded.
 7. A review team will consist of staff from administration, line supervisors, investigators and medical or mental health practitioners. The review team shall:
 - a. Consider whether the finding requires a need to change policy or operational procedures to better prevent, detect, or respond to sexual abuse,
 - b. Consider whether the incident or allegation was motivated by race, ethnicity, gender identity, lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status,
 - c. Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse,
 - d. Assess the adequacy of staffing levels in that area during different shifts,
 - e. Assess whether monitoring technology should be increased, and
 - f. Prepare a report of its findings to include recommendations for improvement and submit such report to the Division PREA Coordinator.

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8. If recommendations from the report are unable to be implemented, the reasons shall be documented and attached with the report.

DATA COLLECTION

1. The Division collects accurate, uniform data for every allegation of sexual abuse at the facilities under its control using the PREA Incident Review data from OIS. The PREA Incident Review includes, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the United States Department of Justice. The Division maintains, reviews, and collects data as needed from all available incident-based documents including reports, investigation files, and sexual abuse incident reviews.
2. The Division PREA Coordinator will review, analyze and use all sexual abuse data, including incident-based and aggregated data, to assess and improve the effectiveness of the agency sexual abuse prevention, detection and response policies, practices and training. The Division PREA Coordinator will ensure that all collected data is securely retained.
3. The Division PREA Coordinator will maintain a current link on the Division of Juvenile Services website to provide PREA information to the public.
4. The Division will maintain sexual abuse data collected pursuant to PREA §115.387 for at least 10 years after the date of its initial collection unless Federal, State, or local laws requires otherwise. In addition to the required 10 years, the Division will maintain data on all staff/contractors/volunteers/interns for an additional five years after the staff/contractor/volunteer/intern no longer works or is involved with the Division.
5. The Division PREA Coordinator will submit an Annual Report with redacted material to the Division Director for publication approval for release on the DJS PREA website. Before making aggregated sexual abuse data publicly available, the Division will remove all personal identifiers.

AUDITS AND MONITORING

1. The facility PREA Compliance Manager will complete the Department of Justice PREA Pre-Audit Questionnaire and self-audits via reports required by the Division PREA Coordinator.
2. The Division PREA Coordinator, the Division PREA Compliance Manager and the facility PREA Compliance Managers will monitor all DJS facilities to determine compliance with the national PREA standards.

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3. The Division PREA Coordinator will work on behalf of the Division to recommend Department of Justice Certified Auditors to conduct an independent audit of West Virginia Division of Juvenile Services facilities.

DISTRIBUTION

1. A copy of this policy shall be included in the facility's emergency plans binder which is kept in central control.
2. This policy will be adopted in its entirety and no operation procedure will be required.

RIGHTS RESERVED

The Director reserves the right to modify, suspend or cancel any provision herein in part or entirety, without advance notice, unless prohibited by law.


APPROVED:


 Director _____ Date 7/1/16


CERTIFICATE OF UNDERSTANDING

I, George A. Sinclair
(Print Name), an intern/contracted employee/volunteer
of the Division of Juvenile Services at Sam Perdue
(Name of Facility)

do hereby affirm that I have read and understand Policy #151.00, Prison Rape Elimination Act (PREA).


SIGNATURE

December 5, 2016
DATE


WITNESS

December 5, 2016
DATE



Reduction/Education/Safety/Planning/Elimination/Compliance/Treatment

**West Virginia Division of Juvenile Services
Resident PREA Orientation**

What is PREA?

The Prison Rape Elimination Act (PREA) is a federal law that prohibits sexual misconduct in correctional settings such as prisons, jails, lockups, juvenile facilities, and Immigration Services/ICE detention facilities. Sexual misconduct under this law includes:

- Resident-on-Resident sexual assault and abuse
- Staff-on-Resident sexual misconduct (sexual/inappropriate relationships with residents)
- Resident-on-Resident and Staff-on-Resident sexual harassment

The Division of Juvenile Services (DJS) is committed to keeping you safe and secure while in our custody. You have the right to be free from sexual abuse, sexual harassment, and retaliation and we have the responsibility to protect you. We have zero tolerance regarding sexual abuse and sexual harassment within our facilities. This means we DO NOT tolerate any level of sexual harassment, misconduct, or sexual assaults within our facilities. EVERY effort will be made to prevent, detect and respond appropriately to all allegations of sexual abuse and sexual harassment. EVERY allegation of sexual abuse and/or sexual harassment will be investigated, EVERY perpetrator will receive the appropriate consequences for their actions, and EVERY victim will be offered the appropriate follow-up services.

PREA applies to any inappropriate sexual relationships between staff and resident whether physical or verbal. You cannot consent to this type of relationship while in DJS custody.

What is consent?

Consent is a voluntary, positive agreement between participants to engage in a specific activity, such as sexual contact. Consensual sexual contact is NOT allowed at any WVDJS facility. It is not up to you to give consent. NO sexual relationships of any kind are allowed. This includes relationships between residents and resident-and employees, volunteers, interns, mentors, contractors, etc. Such relationships will lead to disciplinary action.

PREA, how do I know?

Below are some definitions to help you understand.

Abusive Sexual Contacts (less severe)— Intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person without his or her consent, or of a person who is unable to consent or refuse.

Nonconsensual Sexual Acts- Contact of any person without his or her consent, or of a person who is unable to consent or refuse; and Contact between the penis and the vagina or the penis and the anus including penetration, however slight; or Contact between the mouth and the penis, vagina, or anus; or penetration of the anal or genital opening of another person by a hand, finger, or other object.

Resident-on-Resident Sexual Harassment- Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one resident directed to another.

Staff Sexual Harassment— Repeated verbal statements or comments of a sexual nature to a resident by employee, volunteer, official visitor, or agency representative, including: demeaning references to gender or derogatory comments about body or clothing, or profane or obscene language or gestures.

Staff Sexual Misconduct— Any behavior or act of a sexual nature directed toward a resident by an employee, volunteer, official visitor, or agency representative. Romantic relationships including conversations or correspondence between staff and residents are included. Consensual or nonconsensual sexual acts include: Intentional touching of the genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, arouse, or gratify sexual desire, or completed, attempted, threatened, or requested sexual acts, or occurrences of indecent exposure, invasion of privacy, or staff voyeurism for sexual gratification.

If any of the definitions previously mentioned describes an incident that has happened to you, it was a PREA violation. All PREA violations are to be reported immediately. If you are the victim of a sexual assault, request immediate medical attention. Do not shower, brush your teeth, use the restroom or change your clothing as you may destroy valuable physical evidence.

How you can avoid Sexual Assault and sexual abuse?

The only way sexual assault and sexual abuse can be prevented is when a suspect chooses NOT to sexually assault, sexual abuse or sexually harass. However, you may avoid an incident by keeping the following safety guidelines in mind:

- Be aware of situations that make you feel uncomfortable. Trust your instincts. If it feels wrong REPORT IT.
- Don't be afraid to say "NO" or "STOP IT NOW."
- Walk and stand with confidence. Many perpetrators choose victims who look like they won't fight back or appear emotionally weak.
- Avoid talking about sex or being partly dressed. These things may be considered a come on, or make another resident believe that you have an interest in a sexual relationship.
- Do not accept commissary items or other gifts from other residents. Placing yourself in debt to another resident can lead to the belief of repaying the debt with sexual favors.
- Avoid secluded areas. Always stay in plain view of facility staff. If you are being pressured for sex, report it immediately to a staff member.

Staff are always monitoring the behaviors of the residents they supervise. Staff watch for signs that may indicate that some form of sexual abuse / sexual harassment may have occurred or may be occurring. Staff also monitor residents who are at risk for sexual victimization. Some of these behaviors include: Changes in routine, mood or behavior, to include eating, hygiene, and sleeping habits; avoiding staff members or staying too close to staff; staying out of the dining hall, yard or shower areas; irritability or mood swings; requesting housing changes; one resident getting lots of attention from other residents, particular a younger or weaker residents; never having commissary items; and suicide attempts or threats. However, sometimes staff may not notice any changes or be aware of an issue. If you have been involved in a PREA incident, you need to report it immediately.

Reporting: If you've been assaulted or know or have heard about sexual misconduct that may have occurred within the facility report it immediately. You have several options for reporting a PREA complaint, which includes, but is not limited to:

- i. PREA Counselor,
- ii. Any staff member,
- iii. PREA Compliance Manager,
- iv. Request to see the nurse or counselor,
- v. Locked PREA Box,
- vi. Grievance Box,
- vii. WV State Police,
- viii. Child Abuse Hot Line (1-800-352-6513),
- ix. Division's Sexual Abuse toll-free hot-line (1-855-366-0015),
- x. DJS Website (<http://www.djs.wv.gov>),
- xi. Supreme Court Juvenile Justice Commission via United States Mail (pre-addressed envelopes provided with postage pre-paid)
- xii. Report to anyone you trust, including fellow residents, staff members, family members, attorneys, and outside advocates. Anyone shall be permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of residents.
- xiii. Or emailing DJSPREACoordinator@wv.gov.

Investigations: All staff, to include the medical and mental health providers, are required to report PREA allegations or know incidents to the Facility Superintendent/Director and the Division's PREA Coordinator immediately. This information will start the investigative process. All residents involved in a PREA incident will be required to participate in an investigation. Your involvement in a PREA complaint could be either as the victim, the perpetrator, the reporter, or a witness. Those individuals who fail or refuse to cooperate or those who otherwise take action to obstruct an investigation, including providing false or misleading information, may be subject to disciplinary actions. False allegations hinder the investigative process and affects everyone involved. Lying during an investigation will not allow the investigators to get to the truth, thus minimizing our ability to hold the perpetrator accountable and provide the needed victim services.

An administrative and/or criminal investigation is completed on ALL allegations of sexual abuse and sexual harassment. Information gathered during the investigation will be kept confidential by those involved. Information about you and your PREA complaint will be limited to those individuals within the facility that need to know. These investigations will be conducted by either the facility PREA Compliance Manager, a facility PREA counselor or a Division investigator from Central Office.

Retaliation by staff or other residents due to you reporting an allegation or participating in an investigation as either as the victim, the perpetrator, the reporter, or a witness is prohibited and will also be investigated. Retaliation can occur in many ways including threats, harassment, infractions, loss of privileges, or asking others to harass or intimidate.

The Division's PREA Compliance manager will monitor all substantiated or unsubstantiated PREA investigation for a minimum of 90 days. Those involved in an investigation as the victim, the perpetrator, the reporter, or a witness will have an opportunity to speak with the Division's PREA Compliance manager at a minimum of three times during this 90 day process.

What to expect during the investigative process, our priority is to keep you safe. If the allegation is substantiated, we will keep you separated from the perpetrator throughout your stay, either by unit or facility separation. An investigation may include: a medical exam, a mental health referral and evidence collection. We strive to keep the information you provide as confidential as we can during the investigation. We expect residents whether they are the victim, the perpetrator, the reporter, the witness or otherwise involved to maintain confidently. We will also ensure that victims receive a referral to mental health services for treatment and counseling. It is common for victims of sexual abuse to have feelings of embarrassment, anger, guilt, panic, depression, and fear for several months or years after the incident. Other common reactions include loss of appetite, nausea or stomach aches, headaches, loss of memory and/or trouble concentrating and changes in sleep patterns.

Seek medical support or support from a counselor or other staff person if you need help managing any of these or other reactions.

When you first arrive, you will begin to develop relationships with others, staff and residents. All of this is normal, but there are a variety of relationships that might be harmful. Most staff are here to help you and most of the residents just want to do their time without feeling pressure from other residents. Not all residents will try to sexually abuse or sexually harass you. We have policies and procedures in place to ensure you remain safe. We want this facility to be a safe environment for residents and staff. Facility staff are trained to respond to a sexual threat, assault or harassment. Each report is taken seriously and we make every attempt to protect sexual assault victims from further harm. We will make every effort to ensure all perpetrators are held accountable for their actions.

If you are thinking of sexually assaulting or sexually abusing another resident, you should know:

- An investigation will be conducted by a DJS Investigator and/or law enforcement.
- You will face felony criminal charges.
- If you are found guilty, your time will be increased and you could face life long reporting requirements to Law Enforcement as a registered Sex Offender, after your release from jail or prison.
- Unprotected sex increases your risk of HIV infections, along with exposing you to other sexually transmitted diseases.
- If you have trouble controlling your actions, ask staff for help.

DJS170000007 Exhibit A Pricing Page

POLYGRAPH TESTING EXAMINATIONS AT SAM PERDUE

Item #	Description	*Estimated Annual Qty.	Unit Price	** Extended Price
1	POLYGRAPH TESTING EXAMINATIONS	45	\$ 300.00	\$ 13500.00
GRAND TOTAL				\$ 13500.00
Failure to use this form may result in disqualification				
<i>Bidder / Vendor Information:</i>				
Name:		George A. Sinclair/Truth Seeker, LLC		
Address:		364 Patteson Drive #108		
		Morgantown, WV 26505		
Phone#:		(304) 290-8614		
Email Address:		truthseekerllc@yahoo.com		
** Multiply bid price by the estimated annual quantity				
*The number of tests estimated for the year is 45, this is only an estimate and does not guarantee any particular number of tests, but is only an estimate for bidding purposes.				

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: George A. Sinclair/Truth Seeker, LLC

Signed: 

Date: December 5, 2016

Title: Owner/Operator

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: George A. Sinclair/Truth Seeker, LLC

Authorized Signature: *George A. Sinclair* Date: December 5, 2016

State of West Virginia

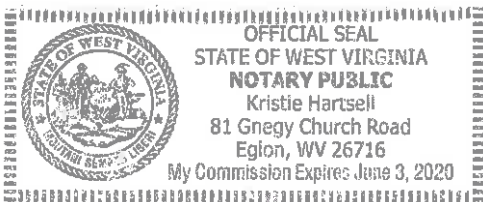
County of Preston, to-wit:

Taken, subscribed, and sworn to before me this 5 day of December, 2016

My Commission expires June 3, 2020

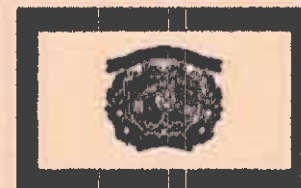
AFFIX SEAL HERE

NOTARY PUBLIC *Kristie Hartsell*





WEST VIRGINIA DIVISION OF LABOR
POLYGRAPH EXAMINERS LICENSE
CLASS I



Presented to

GEORGE SINCLAIR

IS DULY QUALIFIED AND AUTHORIZED TO ADMINISTER
POLYGRAPH, LIE DETECTOR OR OTHER SIMILAR TESTS UTILIZING
MECHANICAL MEASURES OF PHYSIOLOGICAL REACTIONS TO
EVALUATE TRUTHFULNESS.

June 30, 2017

This license expires on the above date

John R. Jenkins

Commissioner of Labor,
State of West Virginia

NATIONAL POLYGRAPH ASSOCIATION



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

CERTIFICATE OF MEMBERSHIP

George Alan Sinclair

Membership Number 712 conferred this 23rd of January, 2011 and shall remain in effect as long as the
member is in good standing and in compliance with the Membership Requirements as set forth by the
National Polygraph Association, Inc.

James R. Davis
President

Felipe Diaz
Secretary

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

Northeast Counterdrug Training Center

This is to recognize

GEORGE A. SINCLAIR

*for successfully completing
the requirements of*

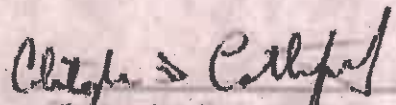
Polygraph Training Program


(480 Hours)

Conducted at
Ft. Indiantown Gap, Pennsylvania

January 06 – March 26, 2010




Christopher D. Latchford
Colonel, U.S. Army Retired
NCTC Executive Director


Elmer Crewell
School Director
HACC



Northeast Counterdrug Training Center

Polygraph Program

at

Fort Indiantown Gap, Pennsylvania

This Certifies That

GEORGE A. SINCLAIR

Having honorably completed the 480 hour course in Forensic Psychophysiological Detection of Deception – Polygraph which meets the standards of the

American Polygraph Association; American Association of Police Polygraphists; American Society of Testing & Materials; and Pennsylvania Department of Education and having satisfactorily completed all requirements of said course, is therefore entitled to receive this Diploma as a Certified Polygraphist.

In testimony whereof my signature is hereunto affixed, this the 15th day of July 2011.

Handwritten signature of Gilbert R. Durand, II.

Gilbert R. Durand, II
Lieutenant Colonel, United States Army
Commander, PA-CJTF

Handwritten signature of Kraig R. Kiehl.

Kraig R. Kiehl
Captain, United States Army
Commandant, NCTC

Handwritten signature of Elmer Criswell.

Elmer Criswell
School Director
Primary Instructor



American International Institute of Polygraph



Stockbridge, Atlanta, Georgia, USA
www.polygraphschool.com

For attendance and professional participation in an American Polygraph Association recognized continuing education / advanced training program detailing Post Conviction Sex Offender Testing (PCSO): Model Policy, Testing Applications, the Commitment Approach, Reporting, and Effective Interviewing.

George A. Sinclair

is hereby awarded this certificate for the time period November 3 through November 7, 2014 (41 hours) given under hand and seal November 7, 2014.

Charles E. Smith
Director

American International Institute of Polygraph


The
American Association of Police Polygraphists

George A. Sinclair

Membership [REDACTED]

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




Toby McHugh, President


Bob Heald, Secretary

September 10, 2010

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



AMERICAN POLYGRAPH ASSOCIATION

Certificate of Membership

Know all men by these presents that

George A. Sinclair
is a member in good standing

Class of membership Associate

AIMS AND PURPOSES

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

In witness whereof the American Polygraph Association has caused

[Signature]
PRESIDENT

to fix his signature hereon, on this the 30th
day of December 2010

[Signature]
SECRETARY
Can Attest

DEDICATED TO TRUTH

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



By Action of the Professional Development & Education Committee
of the

American Polygraph Association

George A. Sinclair
is awarded this certificate of

ADVANCED & SPECIALIZED TRAINING

having met or exceeded the level of ongoing training and education
prescribed and adopted by the Board of Directors for the
advancement of the Polygraph profession.

November 18, 2014

Raymond Wilson
President



William L. Wilson
Committee Chairman

Valid for three years only from date of issue. Certificate remains the property of the APA and must be returned upon demand.

12.05.2016



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 275323

Doc Description: ADDENDUM 1 POLYGRAPH TESTING EXAMINATIONS AT SAM PERDUE
 Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-15	2016-12-29 13:30:00	CRFQ 0621 DJS1700000007	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 Truth Seeker, LLC
 George A. Sinclair
 364 Patteson Drive #108
 Morgantown, WV 26505
 (304) 290-8614

12/21/16 10:17:36
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature X

FEIN # 46-2351337

DATE December 19, 2016

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR POLYGRAPH TESTING EXAMINATIONS AT SAM PERDUE JUVENILE CENTER PER THE ATTACHED.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE JUVENILE SERVICES DIVISION OF 1200 QUARRIER ST		AUTHORIZED RECEIVER SAM PERDUE JUVENILE CENTER 843 SHELTER RD	
CHARLESTON	WV25301	PRINCETON	WV 24739
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Polygraph Testing Examinations	45.00000	EA	\$300.00	\$13,500.00

Comm Code	Manufacturer	Specification	Model #
92121603			

Extended Description :

Price Per Polygraph Test- Estimated 45 annually for bidding purposes only.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2016-12-13

DJS1700000007	Document Phase Final	Document Description ADDENDUM 1 POLYGRAPH TESTING EXAMINATIONS AT SAM PERDUE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DJS1700000007
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions

Bid opening remains 12/29/2016 at 1:30 PM EST

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ DJS1700000007

Addendum 1

Q1. I have been testing adult sexual offenders since the State of West Virginia began using the program 10-11 years ago. That has been with the Department of Corrections and more recently the Supreme Court. In the event that you modify your requirements, I would like to be considered for this work opportunity.

A1. West Virginia Division of Juvenile Services does not wish to modify this requirement due to the solicitation being for juvenile sexual offenders.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DJS1700000007

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Truth Seeker, LLC

Company



Authorized Signature

December 19, 2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012