

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Item: Polygraph Examination Services - Regions 5-7	20.00000	EA	450.000000	9000.00

Comm Code	Manufacturer	Specification	Model #
92121603			

Commodity Line Comments:

Extended Description:

4.1.1 Contract Item: Polygraph Examination Services for Regions 5 through 7

4.1.1.1 Vendor will be providing an estimated quantity of twenty (20) polygraph examination services a month in regions 5 through 7. See Section 4.1.2 for list of offices in regions 5 through 7.

See attached specs for complete details

**SOLICITATION IDENTIFICATION:
ARFQ-0608-DCR2300000165-3**

**Polygraph Examination Services for
Regions 5 through 7**

THURSDAY MARCH 30, 2023

PROFESSIONAL QUOTE RESPECTFULLY SUBMITTED TO:

MR. JAMES ATKINS

1124 SMITH STREET 2ND FLOOR, SUITE 2100
CHARLESTON, WEST VIRGINIA 25301

PROFESSIONAL QUOTE RESPECTFULLY SUBMITTED BY:

MATTHEW W. ROY, M.S.ED.

LICENSED POLYGRAPH EXAMINER
78 JUDSON AVENUE
BRISTOL, CONNECTICUT 06010

MATTHEW W. ROY, M.S.ED

West Virginia Department of Homeland Security
Division of Administrative Services
Attn: James Atkins
1124 Smith Street, 2nd Floor, Suite 2100
Charleston, WV 25301

Regarding: ARFQ 0608 DCR2300000165

Date: March 29, 2023

Dear Mr. Atkins:

Thank you for accepting this formal quote, respectfully offered to the West Virginia Department of Homeland Security, for the provision of Polygraph Examination Services for Regions 5 through 7. I trust that my Post Conviction Sexual Offender Testing (PCSOT) polygraph services will thoroughly fulfill the requirements contained in the Request for Quotes noted above; and will do so at the lowest cost to the State of West Virginia.

As a PCSOT Examiner, my primary goal is contributing to community safety by providing abundant and useful information to the community supervision and treatment team. This information is provided in thorough and concise reports that identify potential risks and needs of each Examinee. Being aware of referring agencies demanding case loads, I endeavor to provide polygraph examinations and test results of the highest quality in a manner most efficient for the referring officer and/or treatment provider. The quoted price includes the following services:

- Initial presentation and training for sexual offender treatment providers and sexual offender community supervision officers on issues most pertinent to them
- Working collaboratively with treatment and supervision to most efficiently schedule and prepare Examinees for their polygraph exams
- Providing an encrypted cloud based referral form for easy and thorough online completion by the person making the referral, wherein pertinent information and issues of concern for the Examinee's polygraph exam are identified
- Utilizing cloud based, encrypted Pre-Exam Questionnaires, to be taken online by every examinee for Sexual History Disclosure and Maintenance Examinations. Questions on these questionnaires are directly related to research based, empirically supported risk factors
- Upon completion of each Maintenance Pre-Exam Questionnaire, the person making the referral will immediately receive the Examinee's responses to questions related to Acute Risk, as identified in the Acute-2007 Risk Assessment instrument, so that they can decide if they should take any immediate action prior to the polygraph exam
- During each polygraph examination, there will be quality assurance documents that will be completed and included with the final report

- During the polygraph exam, if an Examinee makes a disclosure that that is identified in the Acute-2007 Risk Assessment, the person making the referral and community supervision officers will be notified immediately
- If an Examinee does not pass their polygraph test, a thorough post test interview will be conducted to assist the Examinee with making an explanation as to their physiological reactions
- If an Examinee who does not pass their initial polygraph test makes a meaningful disclosure, and there is time, a follow-up test will be conducted during the same exam to attempt to clear the issue
- If an Examinee makes a meaningful disclosure following a deceptive or an inconclusive test outcome, and there is no time to conduct a follow-up test, a follow-up test will be offered on another day to verify resolution of the issue, without additional charges
- Each Maintenance Polygraph Exam final report will include a Stable - 2007 (one per year per developers guidelines) and an Acute 2007 Tally Sheet based upon the polygraph interview and test outcomes
- All specific issue diagnostic tests will undergo Quality Assurance by a credentialed polygraph examiner. Question formulation and test format will be assessed, and blind scoring will be conducted on the charts
- The polygraph examination final report will remain encrypted using a secure cloud based service, and shared in compliance with HIPPA standards
- Unlimited consultation with referring agencies
- Attendance at sexual offender community supervision team meetings
- Provision of yearly training on the issues of most interest to referring agencies' staff
- PCSOT Exams Provided
 - Instant Offense (Specific Issue Test)
 - Instant Offense Investigative (Specific Issue and/or Multiple Issue Screening Test)
 - Maintenance (Specific Issue and/or Multiple Issue Screening Test)
 - Monitoring (Specific Issue)
 - Sexual History Disclosure (Specific Issue and/or Multiple Issue Screening Test)

In adhering to the principles of Restorative Justice, my primary concerns are always to prevent re-victimization of the direct victims, and of the community. I contribute to the offender making restitution to the victims and the community, if possible. These goals are pursued by providing polygraph examinations that are strategically adapted to the needs of the referring agency.

A significant challenge to providing the above services is being able to do so in an affordable manner. This is especially true when serving an indigent population whose polygraph examinations are paid for

with public funds. Therefore, as a public servant, I strive to provide PCSOT services that often go above and beyond what is expected, and perhaps, for much less than what they are actually worth. For example, when indicated, I will commonly combine a Specific Issue Examination with a Maintenance or Sexual History Disclosure Examination. This achieves, in one exam, what normally would require two separate exams and two separate charges. Furthermore, as noted in the bulleted section above, if an Examinee produces data that is inconclusive or indicative of deception, a post test interview is conducted. If meaningful disclosures are made, and if time allows, I will conduct a follow-up test during that same exam. If time does not allow me to re-test the Examinee following disclosures, I offer to conduct a follow-up exam with no additional charge on another day. These are just some examples of what I have done in the past to assist in protecting community safety while protecting the community tax dollars.

As a PCSOT Examiner, it would be a privilege to join West Virginia's team of specialized treatment and community supervision professionals to prevent recidivism of community based sexual offenders. I look forward to working collaboratively with this team in pursuing Restorative Justice principles.

Once again, thank you for considering this proposal.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Matthew W. Roy', with a long, sweeping flourish extending to the right.

Matthew W. Roy, M.S.Ed.

Licensed Polygraph Examiner

Certified PCSOT Trained Examiner

SECTION 1
PROFESSIONAL CREDENTIALS

- Page 1. Matthew W. Roy
 - a. Professional Resume
- Page 3. Master of Science in Education Diploma
 - a. St. Bonaventure University
- Page 4. American International Institute of Polygraph
 - a. Basic Polygraph Training Certificate
- Page 5. International Polygraph Training Center
 - a. Post Conviction Sexual Offender Testing Training Certificate
- Page 6. State of West Virginia
 - a. Licensed Polygraph Examiner Certificate
- Page 7. State of Maine
 - a. Licensed Polygraph Examiner Certificate
- Page 8. American Polygraph Association
 - a. Full Member paid Invoice
- Page 9. American Polygraph Association
 - a. Approved Instructor verification letter
- Page 10. Stable/Acute - 2007 Sexual Offender Risk Assessment
 - a. Training Certificate
- Page 11. Ontario Domestic Assault Risk Assessment
 - a. Training Certificate
- Page 12. Association for the Treatment of Sexual Abusers
 - a. Clinical Membership paid Invoice

SECTION 2
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- Page 15. Agency Request for Quote
- Page 18. Addendum 1
- Page 21. Addendum 2
- Page 24. Instructions to Vendors Submitting Bids
- Page 39. Addendum Acknowledgement Form
- Page 40. Pricing Page
- Page 41. Purchasing Affidavit
- Page 42. Certificate of Liability Insurance

SECTION 3
SAMPLE FORMS AND REPORTS

- Page 46. Maintenance Polygraph Referral
- Page 47. Pre-Examination Maintenance Questionnaire Acute Risk Responses Email
- Page 50. Maintenance Polygraph Examination Report
a. Stable & Acute - 2007 Assessment (Page 68)
- Page 71. Sexual History Disclosure Polygraph Examination Report

Page 87. Single (Specific) Issue Monitoring Polygraph Examination

Page 92. Polygraph Authorization and Release Form

Page 94. Polygraph Examination Quality Assurance Checklist

Page 95. Verification of Question Review

MATTHEW W. ROY, M.S.Ed.
615 West Johnson Avenue, Suite 202
Cheshire, CT 06410
Cell (716) 353-0218

Education:

Bachelor of Arts	Sociology	St. Bonaventure University
Master of Science in Education	Counseling Psychology	St. Bonaventure University

Teaching Experience:

Specialty Instructor	American Polygraph Association <i>Post Conviction Sexual Offender Testing (PCSOT)</i>	Chattanooga, TN	2022
Adjunct Instructor	St. Bonaventure University <i>Seminar in Mental Health Case Studies</i>	Olean, NY	2002-2004
Field Instructor	University of Pittsburgh	Bradford, PA	2003-2004
Presenter	Maine Polygraph Association <i>Polygraph PCSOT & Sexual Offender Risk Assessment</i>	Saco, ME	2019

Polygraph Experience:

Affiliate Member	<i>New England Polygraph and Detective Agency</i>	Topsham, ME	2019-Present
Sole Proprietor	<i>Certified Polygraph Examiner</i>	Bristol, CT	2016-Present
Polygraph Examiner	<i>The Connection, Incorporated</i>	Middletown, CT	2015 - 2016

Polygraph Experience Summary:

- Contractor for United States Federal Probation - Connecticut
- Contractor for Cattaraugus County Probation - Cattaraugus County New York
- Perform Polygraph Examination Quality Assurance Assessments
- Develop and Implement PCSOT Programs with referring Treatment Providers
- Create Pre-Examination Questionnaires which integrate with referring agencies Treatment Modalities
- Conduct PCSOT Examinations in strict compliance with American Polygraph Associations PCSOT Model Policy and Ethical Standards and provide supporting documentation
- Utilize Person Centered, Reality, and Motivational Interviewing techniques
- As a Member of the Community Sexual Offender Management Team, work collaboratively with Probation, Parole, and Sexual Offender Specialized Treatment Providers
- Perform American Polygraph Association approved Single Issue Evidentiary exams and Multiple Issue Investigative Exams
- Conduct an extensive pretest interview; and administer exams utilizing computer based Lafayette and Stoelting Instrumentation and software
- Compose detailed, clear, and concise written polygraph reports for referring agencies
- Contribute to Actuarial Risk/Needs Assessment of Referred Examinees

Clinical Experience:

Positions Held: Clinical Director; Forensic Mental Health Counselor; Outpatient Therapist; Group Facilitator

Agencies Employed: *Sweetser* - Lewiston, ME; *The McCall Center* - Torrington, CT; *South Bay Community Health* - Springfield, MA; *The Connection, Incorporated* - Middletown, CT - *Community Health Resources* - Windsor, CT; Clinical Director - *Beacon Light Behavioral Health* - Bradford, PA; *The Guidance Center* - Bradford, PA; *Cattaraugus County Mental Health Services* - Cattaraugus, NY

Responsibilities and Accomplishments:

- Individual and group counseling with people experiencing Mental Health and/or Substance Use Disorders
- Crisis Intervention Specialist for children and adults
- Intensive Outpatient Program for Substance Abuse facilitator
- In home behavioral health counseling services to adults, adolescents, children and families
- Facilitated adult sexual offender treatment groups utilizing elements of the Good Lives Model; Risk-Need-Responsivity Model; Relapse Prevention; and Containment Model
- Performed ongoing formal dynamic risk assessment for recidivism
- Co-facilitated Domestic Violence group utilizing Cognitive Behavioral Therapy techniques
- Facilitated treatment groups for juveniles who have sexually offended
- Developed specialized residential assessment and treatment of juveniles offenders
- Trained staff in forensic mental health with a focus on both juvenile and adult offenders
- Developed specialized residential assessment and treatment of juveniles offenders
- Trained staff in forensic mental health with a focus on both juvenile and adult offenders
- Developed specialized, state-of-the-art assessment and treatment for known sexual offenders
- Collaborated closely with partner community agencies to accurately determine the risk for reoffending, developed interdisciplinary treatment plans, and made recommendations to the court
- Provided individual counseling services to incarcerated adults and juveniles
- Implemented the use of Polygraph into Treatment of Sexual Offenders
- Received Certification and Implemented Abel Assessment for Sexual Interest into Treatment

Licenses and Professional Memberships:

- ❖ Association for the Treatment of Sexual Abusers - *Clinical Member*
- ❖ State of Maine - *Licensed Polygraph Examiner*
- ❖ State of West Virginia - *Licensed Polygraph Examiner*
- ❖ Maine Polygraph Association - *Member*
- ❖ American Polygraph Association - *Full Member; Post Conviction Specialty Instructor*
- ❖ American Probation and Parole Association - *Member*

Specialized Training and Certifications:

- ❖ Psychopathy Checklist- Revised - *Dr. Robert Hare*
- ❖ Abel Assessment for Sexual Interest - *Dr. Gene Abel*
- ❖ Ontario Domestic Assault Risk Assessment (ODARA) - *Registered Certified User*
- ❖ Stable-2007/Acute-2007 Certification Training - *Robin J. Wilson, PhD*
- ❖ American International Institute of Polygraph - *Certified Polygraph Examiner*
- ❖ International Polygraph Training Center - *Certified Post Conviction Sexual Offender Testing Training*
- ❖ Muskie Center for Learning - *Mental Health Rehabilitation Technician, Crisis Service Provider*

The Trustees of
Saint Bonaventure University
Saint Bonaventure, New York

To all persons to whom these presents may come, Greetings in the Lord:
Be it known

Matthew W. Roy

Having completed the studies and satisfied the requirements for the Degree of
Master of Science in Education

Has accordingly been admitted to that Degree with all the Rights, Privileges and Immunities thereunto appertaining.

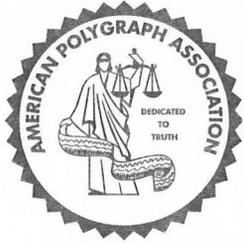
In Witness Whereof, we have caused this Diploma to be signed by the President of the University, and by the Vice President for Academic Affairs, and our competent Seal to be thereunto affixed at Saint Bonaventure, New York.

Dated this thirty-first day of August, Nineteen hundred ninety-two.

John L. Watson
Vice President for Academic Affairs



Neier. O'Connell, Jr.
President of the University



American International Institute of Polygraph



Stockbridge, Georgia, USA

Recognizing successful completion of academic and practical requirements of Professional Examiner Training for Psychophysiological Detection of Deception (Polygraph), in Stockbridge, Georgia, from August 25 - October 31, 2014 (400 hours)

Matthew Roy

*is hereby designated a GRADUATE and issued this DIPLOMA as witness thereof;
given under hand and seal this 31st day of October, 2014.*



*Charles E. Slupski
Director
American International Institute of Polygraph*

International Polygraph Training Center

In recognition of attendance and participation in
continuing education in

Post Conviction Sex Offender Testing

40 hour training approved by the American Polygraph Association

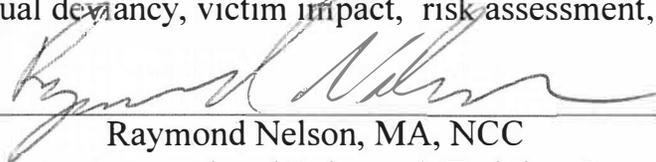
Presented To:

Mathew Roy

May 4-8, 2015

Middletown, Connecticut

Has completed 40 hours of continuing education in the
science and practice of polygraph testing, topics including: post conviction sex offender test types,
target question selection, test data analysis, sex offender treatment and supervision,
sexual offenses and sexual deviancy, victim impact, risk assessment, and risk management



Raymond Nelson, MA, NCC

Director, International Polygraph Training Center



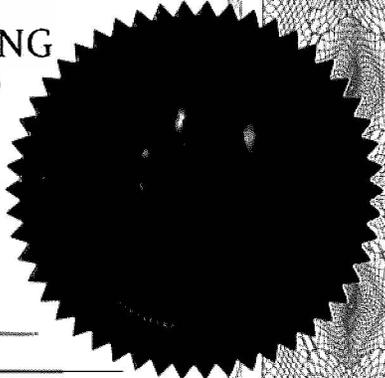
WEST VIRGINIA
POLYGRAPH EXAMINER LICENSE
CLASS I

MATTHEW W. ROY

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, 2024

Expiration Date



Mitchell E. Woodrum

Commissioner

**Maine Polygraph Examiner's License
And
Certificate of Proficiency**

Certifies that

Matthew W. Roy

*HAS SUCCESSFULLY MET THE REQUIREMENTS FOR LICENSURE AS A
AS A POLYGRAPH EXAMINER AS SET FORTH IN TITLE 32 M.R.S.A. CHAPTER 86
AND CHAPTER 51 OF THE POLYGRAPH EXAMINER LICENSING RULES
AND IS HEREBY LICENSED TO PRACTICE POLYGRAPHY AS AN EXAMINER
FOR A PERIOD OF FOUR YEARS FROM THE DATE OF ISSUE.*

113

(License Number)

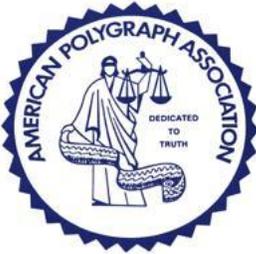
07/20/20 – 07/20/24

(Date)


Michael Saushuck, Commissioner, Department of Public Safety

INVOICE 34084

PO Box 8037 Chattanooga, TN 37414-0037



New England Polygraph and Detective Agency
MATTHEW ROY
78 JUDSON AVE.
BRISTOL, CT 06010
United States

Invoice # 34084
Invoice Date 11/01/2022
Invoice Due 12/31/2022

Amount Due	\$ 0.00
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Transactions

Description	Amount
Membership Renewal - Member (through December 31, 2023)	\$ 150.00

Payments

Description	Amount
Credit Card Payment - Mastercard 9338 on 02/22/2023	-\$ 150.00

Total Amount	\$ 150.00
Amount Paid	-\$ 150.00
Amount Due	\$ 0.00



118 LEE PARKWAY
SUITE 205
CHATTANOOGA, TN 37421

PHONE: 423-892-3992
800-272-8037
FAX: 423-894-5143

MANAGER@POLYGRAPH.ORG
WWW.POLYGRAPH.ORG

AMERICAN POLYGRAPH ASSOCIATION

January 11, 2022

Matthew Roy
(Via email only)

RE: PCSOT Specialty Instructor

Dear Mr. Roy:

Your request for approval as a specialty instructor has been approved. You meet the requirements set forth in the APA PCSOT Operational Policy.

Thank you for your continuing support of the APA.

Sincerely,


Erica Thiel, Chair
PCSOT Committee

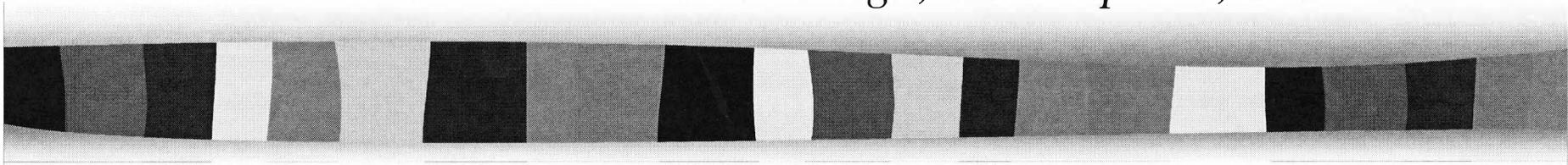
ET/lj

Stable-2007/Acute-2007

How to Score, Interpret, and Report

CERTIFICATION TRAINING

MASOC/MATSA – Marlborough, MA – April 9, 2014



Matthew Roy

Has completed 7 hours of training required for certification
in the use of the Stable-2007 and Acute-2007.

Robin J. Wilson, Ph.D., ABPP
Certified DSP Trainer
www.static99.org

ODARA¹⁰¹

**MATTHEW
ROY**

is Registered as a
Certified User
of the

**Ontario Domestic Assault
Risk Assessment**

Certificate No. 220389
Date of Completion 2022-04-09



N. Zoe Hilton, PhD.
Senior Research Scientist

Waypoint 

CENTRE for MENTAL HEALTH CARE
CENTRE de SOINS de SANTÉ MENTALE



Matthew Roy <mattroy@nepolyassoc.com>

Receipt - 2023 Membership Renewal

ATSA Membership <membership@atsa.com>
To: mattroy@nepolyassoc.com
Cc: Candace@atsa.com

Sat, Mar 11, 2023 at 8:10 AM

Hello,

Thank you for renewing your membership in the Association for the Treatment and Prevention of Sexual Abuse for 2023.

We appreciate your continued support of ATSA's mission. Our ability to meet the Association's goals successfully is directly related to your professional efforts on a local, regional, and national level. As our membership increases, ATSA's ability to impact public awareness and policy positively also increases. We are pleased you have chosen to continue your activity in that ongoing process.

You continue to be an important and integral component of this organization and we welcome your comments, ideas, and suggestions. Please visit <http://www.atsa.com/atsa-strategic-plan> to view ATSA's Strategic Plan. The Board of Directors and the ATSA staff will make every attempt to be responsive to your concerns, as we pursue our commitment to the collective goal of preventing sexual abuse.

One benefit of your ATSA membership is a subscription to the ATSAlist, our email discussion group. If you are interested in joining the ATSAlist email group, send an email to atsa-on@mail-list.com to submit a subscription request. Or, you can contact our office at membership@atsa.com to request addition to the ATSAlist. There are two versions of the ATSAlist: individual email posts, or a once-a-day compiled "digest" email. You can change the type of messages you receive on your own once you are subscribed, using the link at the bottom of each email.

Contact the ATSA Office with comments or questions: membership@atsa.com or (503) 643-1023.

Thank you for your support.

Tyffani Monford Dent, Psy.D.
President

Amber Schroeder
Executive Director

Please print this confirmation for your records.

Membership Information	
Membership Type	ATSA Clinical Member
Membership End Date	December 31, 2023
Membership Fee	
ATSA Clinical Member Membership	\$225.00
Date	March 11, 2023 5:10 AM
Transaction #	64247298297

Membership Transaction #	64247298297
Billing Name and Address	
Matthew W Roy PO Box 42, Pittsfield, ME 04967 United States mattroy@nepolyassoc.com	
Credit Card Information	
MasterCard *****9338 Expires: February 2025	
Terms of Membership	
I agree to the ATSA Membership Terms	Yes
Date Submitted	03/11/2023
Member Profile Update	
Prefix	Mr.
First Name	Matthew
Nick Name (optional)	
Last Name	Roy
Suffix	
Degree/License Abbreviation	M.S.Ed.
Select all that apply	White or European
If you don't see yourself reflected in these options, please tell us about your race and ethnicity	
Identified Discipline	Other (fill in below)
Other Identified Discipline	Polygraph Examiner
Identified Profession	Assessor/Evaluator
Other Identified Profession	Therapist/Treatment Provider
Organization/ Agency	
Professional Address	615 W Johnson Ave
Professional Address (cont.)	Suite #202
Professional City	Cheshire
Professional Country	United States
Professional State	
Professional Zip/Postal Code	06410
Professional Phone	2034396742
Mobile (private)	716-353-0218
Professional Fax	
Professional Email	mattroy@nepolyassoc.com
Email Options	Member Updates, Conference Info, Other Misc. ATSA Emails, Opt-out of ATSA blast emails (only

	renewal & election notices will be sent)
Mailing Address Line 1	78 Judson Ave
Mailing Address Line 2	
Mailing Address Line 3	
Mailing City	Bristol
Mailing Country	United States
Mailing State	CT
Mailing Zip/Postal Code	06010
Mailing List?	Yes
Available for Referrals?	Yes
How do you define your services?	Polygraphy
Remote Phone/Video Teletherapy Options?	
Client Population Served:	Adult Males, Adult Females, Adolescent Males, Adolescent Females
Languages Offered:	
Other Language	
Physiological Assessment:	Polygraph
Consultation Training:	
Referral County	
Notes:	



State of West Virginia
Agency Request for Quote

Proc Folder: 1193226		Reason for Modification:	
Doc Description: Polygraph Examination Services for Regions 5 through 7		To publish Addendum No. 2 - for republication purposes only due to an issue with the automated vendo..... See Page 2 for complete info	
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-03-27	2023-04-07 14:30	ARFQ 0608 DCR2300000165	3

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : Matthew W. Roy

Address : 615

Street : West Johnson Ave., Suite 202

City : Cheshire

State : CT

Country : USA

Zip : 06410

Principal Contact : Matthew W. Roy

Vendor Contact Phone: 716-353-0218

Extension:

FOR INFORMATION CONTACT THE BUYER

James W Atkins

(304) 352-4319

james.w.atkins@wv.gov

**Vendor
Signature X**

FEIN# 046-66-7973

DATE 03/28/2023

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

Reason for Modification:

To publish Addendum No. 2 - for republication purposes only due to an issue with the automated vendor alerts in the State ERP system that has now been resolved.

ADDITIONAL INFORMATION

Addendum No - 2

The WV Department of Homeland Security, Division of Administrative Services is soliciting bids on behalf of WV Division of Corrections and Rehabilitation to establish an open-end contract for polygraph examination services for indigent sex offender parolees for regions 5 through 7.

INVOICE TO		SHIP TO	
DIVISION OF CORRECTIONS - CENTRAL OFFICE 1124 SMITH STREET SECOND FLOOR CHARLESTON WV US		DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Item: Polygraph Examination Services - Regions 5-7	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
92121603			

Extended Description:

4.1.1 Contract Item: Polygraph Examination Services for Regions 5 through 7

4.1.1.1 Vendor will be providing an estimated quantity of twenty (20) polygraph examination services a month in regions 5 through 7. See Section 4.1.2 for list of offices in regions 5 through 7.

See attached specs for complete details

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions due by 2:00pm EST	2023-03-31

	Document Phase	Document Description	Page 3
DCR2300000165	Final	Polygraph Examination Services for Regions 5 through 7	

SOLICITATION NUMBER: ARFQ 0608 DCR23-165
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 question and answer date and time, bid closing and 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:

Modify Question and Answer Date and Time:

Questions due by - Tuesday, March 31, 2023 (03/31/2023) at 2:00pm EST (14:00)

Modify Bid Closing and Opening Date and Time:

Bid Closing - Tuesday, April 7, 2023 (04/07/2023) at 2:00pm EST (14:00)

Bid Opening - Wednesday, April 10, 2023 (04/10/2023) at 10:00am 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

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ 0608 DCR23-165

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.

Matthew W. Roy

Company

Authorized

Signature



3/28/2023

Date

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

SOLICITATION NUMBER: ARFQ 0608 DCR23-165
Addendum Number: 2

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 question and answer date and time, bid closing and 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:

To publish Addendum No. 2 - for republication purposes only due to an issue with the automated vendor alerts in the State ERP system that has now been resolved.

Modify Question and Answer Date and Time:

Questions due by - Tuesday, March 31, 2023 (03/31/2023) at 2:00pm EST (14:00)

Modify Bid Closing and Opening Date and Time:

Bid Closing - Tuesday, April 7, 2023 (04/07/2023) at 2:00pm EST (14:00)

Bid Opening - Wednesday, April 10, 2023 (04/10/2023) at 10:00am 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

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ 0608 DCR23-165

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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

Matthew W. Roy

Company

Authorized

Signature

3/28/2023

Date

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

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.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Agency.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

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 Agency.

SEALED BID:	Yes
BUYER:	James Atkins email: James.W.Atkins@wv.gov
SOLICITATION NO.:	ARFQ 0608 DCR2300000165
BID OPENING DATE:	03/28/2023
BID OPENING TIME:	10:00 am EST
FAX NUMBER:	304-558-1426

4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.

5. 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.

6. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm’s bid being rejected.

7. **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.

8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.

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

10. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and 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 therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

11. **NON-RESPONSIBLE:** The Director of Administrative Services reserves the right to reject the bid of any vendor as Non-Responsible, 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.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part.

13. **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, Freedom of Information Act in 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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 Agency and approved as to form by the Attorney General's office, if required, 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 Division of Administrative Services.
 - 2.5. **"Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on the date indicated on the awarded contract 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. Any request for renewal should be delivered to the Agency 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. Unless otherwise specified below, renewal of this Contract is limited to Four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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, and Attorney General's office.

6. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

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 received by the Agency prior to Contract award.

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 Agency prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

<input checked="" type="checkbox"/>	Certificate from American Polygraph Association
<input checked="" type="checkbox"/>	WV State Polygraph Licensure
<input checked="" type="checkbox"/>	Post- Conviction Sexual Offender Testing (PCSOT)
<input type="checkbox"/>	

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

7. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 _____ per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
\$1,000,000.00 _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of:
_____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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. **LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

10. **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.

11. **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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

12. **PAYMENT IN ARREARS:** 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.

13. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

14. **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.

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. **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.

17. CANCELLATION: The State 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 Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

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

19. 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.

20. COMPLIANCE WITH LAWS: 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. 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>

29. 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 the State of West Virginia 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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.

30. LICENSING: In accordance with applicable law, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an 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.

32. 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.

33. 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.

34. 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.

35. PURCHASING AFFIDAVIT: In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

36. 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.

37. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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 Agency.

38. 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.

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.

Matthew W. Roy, M.S.Ed. - Licensed Polygraph Examiner

(Name, Title)

Vanessa Khan, Polygraph Examiner and Administrator (designated contact)

(Printed Name and Title)

615 West Johnson Ave., Suite 202 Cheshire, CT

(Address)

203-200-0528

(Phone Number) / (Fax Number)

vanessa@krapolygraph.com

(E-mail 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.

Matthew W. Roy, M.S.Ed.

(Company)



(Authorized Signature) (Representative Name, Title)

Matthew W. Roy - Sole Proprietor

(Printed Name and Title of Authorized Representative)

3/29/2023

(Date)

716-353-0218

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

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 checked="" 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.

Matthew W. Roy, M.S.Ed.

Company



Authorized Signature

3/29/2023

Date

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

EXHIBIT A – Pricing Page
ARFQ 0608 DCR2300000165
Polygraph Examination Services for Regions 5-7

Section	Description	Unit of Measure	Estimated Quantity*	Unit Cost	Extended Cost
4.1.1	Contract Item: Polygraph Examination Services for Regions 5 through 7	EA	20	450.00	\$ 9,000.00
				Overall Total Cost	\$ 9,000.00

Please note the following: This information is being captured for auditing purposes.

Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid entered on the Pricing Page will result in Vendor's bid being disqualified.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages.

Vendor must type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Vendor must complete and return this Pricing Page.

The Pricing Page contains a list of the Contract Services and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

BIDDER /VENDOR INFORMATION:	
Vendor Name:	Matthew W. Roy
Address:	615 West Johnson Avenue, Suite 202
City, St. Zip:	Cheshire, CT 06410
Phone No.:	716-353-0218
Email Address:	matt@krapolygraph.com



Vendor Signature:

3/29/2023

Date:

STATE OF WEST VIRGINIA
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §15A-3-14, 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Matthew W. Roy

Authorized Signature: [Signature] Date: 3/30/23

State of Maine

County of Somerset, to-wit:

Taken, subscribed, and sworn to before me this 30 day of March, 2023

My Commission expires 2-26-2025
RHONDA WITHEE
Notary Public, Maine
My Commission Expires February 26, 2025

AFFIX SEAL HERE

NOTARY PUBLIC Rhonda Withee





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Yergey Insurance Services, LLC 5941 Parsons Lane King George, VA 22485-2434	CONTACT NAME: Victoria L. Smith PHONE (A/C. No. Ext): (571)248-3190 E-MAIL ADDRESS: victoria@yergeyins.com	FAX (A/C. No): (877)418-5422	
	INSURER(S) AFFORDING COVERAGE INSURER A : ACE Fire Underwriters Insurance Company		NAIC # 20702
INSURED Vanessa Khan and Matthew Roy 615 West Johnson Avenue Suite 202 Cheshire CT 06410	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors and Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	SPIG74425628001	02/10/2023	02/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	SPIG74425628001	02/10/2023	02/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Cattaraugus, its officials, employees, and agents are named as an Additional Insured with endorsement BP0448 and also includes a Waiver of Subrogation with endorsement BP0497 under the above policy number.

CERTIFICATE HOLDER**CANCELLATION**

Cattaraugus County Personnel Office 303 Court Street Little Valley NY 14755	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Fax: Email:

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ACORD 25 (2016/03)

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INDEPENDENT CONTRACTOR ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION II – Liability, C. – Who is an insured of the policy is amended by adding the following to Paragraph 2:

- e. any independent contractor of the “Named Insured” while providing “professional investigation services” solely and exclusively for or on behalf of the “Named Insured”.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
County of Cattaraugus, its officials, employees, and agents.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

- 3.** Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
- 2.** Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
County of Cattaraugus, its officials, employees, and agents.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above

MATTHEW W. ROY, M.S.ED.
CERTIFIED POLYGRAPH EXAMINER

U.S. Probation CT Maintenance Polygraph Referral

Client's Name: [REDACTED]

Referral Completed by: [REDACTED]

Date Referral Completed: **12/20/2022**

Date Referral Received: **12/20/2022 10:27:18**

Date of Last Polygraph Exam: **June He has not had a polygraph yet, commenced June 2022**

Specific Area of Concern: **Direct contact with a minor (i.e. not incidental; face-to-face interaction), Sexual communication with minor (electronic; in person; texting; etc.), Been to unapproved locations (park; playground; school; etc), Unapproved electronic devices capable of accessing the Internet**

Other Pertinent Information Regarding this Client's Maintenance Polygraph Examination: **He has possessed two unauthorized internet capable devices - a smartphone which he used for trying to find sexual meetups with others; a flip phone which was found with pornography links to incest sites and used his monitored laptop to communicate with other SO's he met while incarcerated. All internet capable devices were seized from him on 10.15.22. We would like to ensure that he has not possessed anything we are unaware of. He has a smart TV which he is permitted to access the internet with. He has also been to areas (prior to 10/15/22) where minors congregate including the library on two occasions.**

Matthew W. Roy, M.S.Ed.

Certified Polygraph Examiner

TO: US Probation Office - District CT

On 01/06/2023 00:38:44 your client with Identification Number 9805 successfully completed and electronically submitted their Maintenance Questionnaire. The reporting period is since the Examinee's last polygraph examination; or within the last year (whichever time period is shortest).

The following questions are directly related to Acute Risk Factors for Sex/Violence Recidivism as identified in the Stable 2007 Risk Assessment instrument. Your Client's responses to these questions are being emailed to you now to assist you in determining if any immediate action should be taken prior to the Polygraph Examination.

SEXUAL PREOCCUPATION

When asked if they found it difficult to concentrate because of sexual thoughts during this reporting period, the Examinee responded: **No**

The Examinee was asked with how many different people they had Direct Sexual Contact this reporting period to which they responded:

Males: 0

Females: 1

Average number of times Examinee has masturbated per week: **0**

Maximum number of times Examinee has masturbated in a 24 hour period: **0**

VICTIM ACCESS

When asked if they had been alone with anyone below the age of 18 during this reporting period, the Examinee responded: **No**

When asked if they had been alone with anyone below the age of 13 during this reporting period, the Examinee responded: **No**

When the Examinee was asked if they had unapproved direct or indirect contact with a minor, they responded: **No**

When the Examinee was asked if they had indirect contact with the victim (passing messages through third party; secretly watching or following the victim; etc), they responded: **No**

When the Examinee was asked if they had direct contact with the victim (in same location as victim; communicating directly with victim), they responded: **No**

When the Examinee was asked if they had unapproved minors in their residence, they responded: **No**

When the Examinee was asked if they had been to unapproved residence where minors reside, they responded: **No**

Number of times Examinee has engaged in online sexual chatting with any minor (under age 18) known to them in person:

Males: 0

Females: 0

Number of times Examinee has engaged in online sexual chatting with an assumed minor (under age 18) NOT known to them in person:

Males: 0

Females: 0

Number of times Examinee has sent sexual messages electronically to someone who was below the age of 18:

Males: 0

Females: 0

HOSTILITY

When asked if they had intentionally harmed someone (Stolen from them; vandalized their property; damaged their property) during this reporting period, the Examinee responded: **No**

When asked if they had intentionally injured or assaulted someone during this reporting period, the Examinee responded: **No**

When asked if they had been in a physical fight during this reporting period, the Examinee responded: **No**

When the Examinee was asked how frequently they had masturbated while emotionally upset or angry during this reporting period, they responded: **Never**

When the Examinee was asked how frequently they had sexual contact with someone while they were emotionally upset or angry during this reporting period, they responded: **Never**

REJECTION OF SUPERVISION

When asked if they had failed to comply with their sexual offender treatment agreement during this reporting period, they responded: **No**

When asked if they had intentionally lied to their Probation/Parole Officer or Treatment Provider during this reporting period, they responded: **No**

The full Polygraph Examination Report along with the Stable-2007 and Acute-2007 will be sent to you within 72 hours following the completion of the Examination. Please feel free to contact me at any time.

Matthew W. Roy, M.S.Ed.

Matthew W. Roy, M.S.Ed.

Certified Polygraph Examiner

Maintenance Polygraph Examination Report

Examinee Information

Examinee Name [REDACTED]
PACTS [REDACTED]
Examinee's Gender: Male
Examinee's Date of Birth: [REDACTED]
Examinee's Age: 59
Referring Agency: United States Probation Office - CT
Referring Officer: [REDACTED]

Exam Information

Examiner's Name: Matthew W. Roy, M.S.Ed.
Location of Exam: Sobon & Associates 615 West Johnson Ave., Suite 202 Cheshire, CT
Date of Exam: August 22, 2022
Start Time: 1:00 PM
End Time: 4:45 PM
Final Call: Screening Test 1 - Significant Reactions
 Screening Test 2 - Significant Reactions

Section 1: Purpose of Examination

To assist the Examinee with making an accurate disclosure of their behaviors in the community related to compliance with treatment and probation requirements utilizing their completed Maintenance Questionnaire; and, through psychophysiological detection of deception (i.e. Polygraph) examination, to ascertain the likelihood of whether or not the Examinee responded truthfully to the identified pertinent questions listed under Section 4 of this report. On 08/18/2022 20:21:32 the Examinee successfully completed and electronically submitted their Maintenance Questionnaire.

U.S. Probation Officer [REDACTED] supervises this Examinee in the community. Officer [REDACTED] has identified the following areas of concern that they would like explored during this Exam:

- **Direct contact with a minor (i.e. not incidental; face-to-face interaction)**
- **Accessed/Possessed unapproved erotica (This includes sexually arousing written, audio, or images of minors and any other unreported/unapproved sexually stimulating media)**

- **Been to unapproved locations (park; playground; school; etc)**
- **Unapproved access to internet**

Officer [REDACTED] has also provided the following pertinent information for this Exam:

Subject previously had a hearing before the Court for viewing questionable material (borderline minor/adult) Court has since imposed a condition for no pornography.

On 8/22/2022, the Examinee arrived and voluntarily submitted to this polygraph examination. The Examinee read the Polygraph Authorization and Release Form as this Examiner read each line aloud; expressed understanding; and, voluntarily signed it agreeing to the test and waiving the rights set forth in the document. The Examinee was fully advised that the entire examination would be audio and video recorded. They were further advised that they could terminate the examination at any time if they so choose.

The Agenda for today's Polygraph Examination was reviewed with the Examinee and they initialed each Agenda item once completed. The Examinee was also asked to sign a Form Verifying that: every Test Question was reviewed with them prior to the Test; that any questions or concerns that they may have had with any Test Question were resolved; that they answered each question with a "Yes" or a "No" as they will do during the Test; and that they understood that this Polygraph Examiner will not ask any question during the Test that was not reviewed with them. These Forms are included with this report as a way of documenting that this Examination was conducted in strict compliance with the Standards set forth in the American Polygraph Association's Standards of Practice (2019) and Model Policy for Post Conviction Sexual Offender Testing (2021).

Additionally, included as an Addendum to this Report are supervision/treatment needs assessments based upon the included Stable-2007 and Acute-2007 Risk Assessments.

Section 2: Suitability Assessment

The Examinee presented to this Examiner at the above location. The Examinee was a 59-year-old Male who appeared their stated age. They presented as being alert and well oriented as to time, place and person. Their comprehension of simple commands was unimpaired.

Medical Diagnoses: Yes

Hypertension, Hypercholesterolemia ,Environmental allergies, bee sting allergy, chronic GERD, sleep apnea, PTSD, Depression/Anxiety, Keratoconus Corneal Disease, Factor V Leiden deficiency (Hyper clotting disorder)

Current Medications: Yes

Aspirin, Metformin, Atorvastatin, Chlorthalidone, Sertraline, Inhaler ProAir HFA, Losartan, Epi pen. The Examinee reports that he has taken this medication regularly as prescribed during the two weeks prior to this Exam. He reports no changes to the medication or dosages during the past week. No adverse reactions reported.

Over the Counter Medications within the past 24 hours: Aleve (Not experiencing pain at this time); CBD

Alcohol; Marijuana; Illicit Drug use in the past 24 hours: 1 drink last night

Quality of sleep last night: Abnormal - more nightmares than usual

The Examinee reports the last time he had anything to eat was noon today, and the last time he had anything to drink was noon today.

The Examinee was asked to state the reason for this Polygraph Examination, to which he responded: "To comply with probation and to check if I'm engaging in inappropriate behavior"

This Examiner further added that this type of Exam is a form of Risk/Needs Assessment which assists their Community Supervision and Treatment Team in their decision-making. The Examinee expressed understanding.

The Examinee was asked to identify the potential rewards for being truthful and consequences for being deceptive during this Examination, to which they responded: "I want to know that I'm being honest, and I don't need any more probation involvement."

In the opinion of this Examiner, the Examinee was suitable for polygraph testing.

SECTION 3: PRE TEST INTERVIEW

SUMMARY OF SEXUAL OFFENDING HISTORY

This Examinee was initially asked to provide a historical summary of ALL sexual offending behaviors that they had engaged in over the course of their entire lifetime. They reported that: **"I have been in possession of child pornography. Violation of probation hearing 2 years ago for accessing pornography on phone which he was allowed to do, but because he was looking at "Barely Legal" sites, he is no longer allowed to access pornography. Arrested**

8/23/2011; convicted in 2012 served 4 years; released in 2017. No other violations since on probation.

MAINTENANCE EXAM REPORTING PERIOD: November 2021 - Present

COMMITTED INTIMATE RELATIONSHIPS

The Examinee was explained that the operational definition for “Committed Intimate Relationship” was a relationship with: 1) an adult sexual partner; 2) that had an agreement of sexual faithfulness; and, 3) has lasted for at least 2 years (e.g. spouse; partner; etc.) and they expressed understanding of this definition.

The Examinee was asked if they had ever, as an adult, been in a committed intimate relationship, to which they responded: **No**

The Examinee was asked if they are presently in a committed intimate relationship, to which they responded **“No, I have not been in any committed intimate relationship this reporting period”**

SIGNIFICANT SOCIAL INFLUENCES

When the Examinee was asked if in this reporting period they had socialized with any person(s) over the age of 18 that they consider to be VERY IMPORTANT to them, and if so, how many, they responded: **“Yes, More than three people.”**

The Examinee was then asked to identify behaviors these people engage in that could be assets or liabilities to their success in treatment and/or community supervision. They reported that some or all of these Significant Social Influences: **Drink alcohol when I am with them, Encourage me to obey the law and the conditions of my probation**

The Examinee was asked, on average, how frequently they have spoken with (in person, video chatting, or by phone) people identified as most Significant to them during this reporting period, to which they responded: **At least 1 time a day**

When the Examinee was asked if they have lost any Significant Social Influences during this reporting period, they responded: **Yes - Grand Mother March 2022 passed away**

DIRECT SEXUAL CONTACT

The Examinee was advised that the operational definition for “Direct Sexual Contact” during this exam would be: “Touching with another person, for a SEXUAL PURPOSE, with or without clothing: breasts; buttocks; penis; or, vagina; kissing; vaginal or anal intercourse, and oral sex”. They expressed understanding.

The Examinee was asked with how many people they have had Direct Sexual Contact this reporting period, to which they responded:

Males: 0

Females: 0

The Examinee reports the number and ages of the people with whom they had Direct Sexual Contact this reporting period:

Males known to the Examinee for at least 24 hours before Direct Sexual Contact: **None Reported**

Females known to the Examinee for at least 24 hours before Direct Sexual Contact: **None Reported**

Males NOT known to the Examinee, or known for LESS than 24 hours, before Direct Sexual Contact: **None Reported**

Females NOT known to the Examinee, or known for LESS than 24 hours, before Direct Sexual Contact: **None Reported**

Number of people the Examinee has had Direct Sexual Contact with who verbally resisted:

MALES: 0

FEMALES: 0

Number of people the Examinee has had Direct Sexual Contact with who physically resisted:

MALES: 0

FEMALES: 0

Number of times Examinee paid for Direct Sexual Contact:

MALES: 0

FEMALES: 0

Number of times someone has paid the Examinee for Direct Sexual Contact:

MALES: 0

FEMALES: 0

Number of times the Examinee has engaged in Direct Sexual Contact with more than one person:

0

Number of times the Examinee has engaged in Direct Sexual Contact with an animal: **0**

Number of times the Examinee has engaged in Direct Sexual Contact with someone while in a public place: **0**

Number of times the Examinee has had Direct Sexual Contact with a dead body (human or animal): **0**

Number of times the Examinee has been sexually aroused by secretly rubbing against a person in a public location: **0 - The Examinee reports some adult women at work have grabbed his buttocks. They have also spoken in a sexual manner to him.**

Frequency Examinee has had sexual contact with someone while the Examinee was emotionally upset or angry: **Never**

OTHER SEXUAL BEHAVIORS

Number of times Examinee has been to a strip-club; topless bar; or adult book/video/toy store: **0**

Number of times the Examinee has been sexually aroused by intentionally hurting someone: **0**

Number of times the Examinee has been sexually aroused by being hurt by someone: **0**

Number of times the Examinee has been sexually aroused by contact with urine and/or feces: **0**

Number of times Examinee has cross-dressed for sexual arousal: **0**

Number of times Examinee exposed sexual body parts to someone without their consent: **0**

Number of times Examinee has secretly watched someone undressing; nude; or in a sexual act; without consent: **0**

Number of times Examinee has secretly followed someone due to sexual interest in them: **0**

Number of times Examinee has stolen an item for sexual arousal: **0**

Number of times the Examinee has taken pictures/videos of, or recorded audio of, a person without their consent for sexual arousal: **0**

Number of times the Examinee has tied someone up for a sexual purpose: **0**

Number of times the Examinee has been tied up for a sexual purpose: **0**

INTERNET ACCESS

The Examinee reports having had the following Internet Capable Devices in their possession this reporting period: **1 Cell Phone; Smart DVD Player**

The Examinee reports having accessed and/or had in their possession the following Electronic Storage Devices this reporting period: **Cloud Storage Google Drive, MP3 player**

The Examinee reports having had accounts on the following Social Media Sites this reporting period: **I have not had a social media account this reporting period**

The Examinee reports having visited the following Social Media Sites this reporting period: **I have not accessed any social media site this reporting period**

SEXUAL COMMUNICATION WITH OTHERS

Number of times Examinee has engaged in online sexual chatting with any adult known to them in person:

Males: 0

Females: 0

The number of times the Examinee has engaged in online sexual chatting with an assumed adult NOT known to them in person:

Males: 0

Females: 0

The number of times the Examinee has engaged in online sexual chatting with any minor (under age 18) known to them in person:

Males: 0

Females: 0

The number of times the Examinee has engaged in online sexual chatting with an assumed minor (under age 18) NOT known to them in person:

Males: 0

Females: 0

The Examinee reports having done online sexual chatting using the following means: **I have not done online sexual chatting this reporting period**

The number of times the Examinee has spoken sexually, face-to-face, with a minor under the age of 18 who was known to them for 24 hours or more:

Males: 0

Females: 0

The number of times the Examinee has spoken sexually, face-to-face, with a minor they did not know but believed to be under the age of 18:

Males: 0

Females: 0

Total number of times Examinee has sent sexual messages electronically to anyone:

Males: 0

Females: 0

Total number of times Examinee has received sexual messages electronically from anyone:

Males: 0

Females: Adult more than 5 times - He reports receiving email Spam of sexual content frequently, but Examinee reports clicking on the links only on rare occasions on some of them. Images are of nude adult females

Total number of times Examinee has sent sexual messages electronically to anyone below the age of 18:

Males: 0

Females: 0

The number of times the Examinee has sent sexual messages electronically to someone without their consent:

Males: 0

Females: 0

The number of times the Examinee has made sexual phone calls to someone without their consent:

Males: 0

Females: 0

The number of times the Examinee has made sexual phone calls to someone whom they believed to be **under the age of 18, but that they did not know in person?**

Males: 0

Females: 0

The number of times the Examinee has made sexual phone calls to someone **below the age of 18 who was known to them:**

Males: 0

Females: 0

PORNOGRAPHY

The Examinee was advised and expressed understanding that the operational definition for “Pornography” during this exam would be: sexually explicit (graphic and clear portrayal of genitals; anal, oral, and/or vaginal penetration; etc.) material (audio; video; written) created for the sole purpose of sexual arousal of the person experiencing it.

The number of times, and by what medium, the Examinee has viewed pornography depicting **adults:**

PORNOGRAPHIC WEBSITE: 0

DVD/VIDEO: 0

PAY PER VIEW: 0

THEATER: 0

MAGAZINE: 0

FILE SHARE: 0

INTERNET SOCIAL MEDIA: 0

MOBILE APP/TEXT: 0

DARK WEB: 0

OTHER: Email Spam Adult Females

The number of times, and by what medium, the Examinee has viewed pornographic images depicting whom they believed to be **minors (under age 18)**:

PORNOGRAPHIC WEBSITE: 0

DVD/VIDEO: 0

PAY PER VIEW: 0

THEATER: 0

MAGAZINE: 0

FILE SHARE: 0

INTERNET SOCIAL MEDIA: 0

MOBILE APP/TEXT: 0

DARK WEB: 0

OTHER: 0

Frequency and types of sexually arousing materials accessed and/or possessed this reporting period:

Adult Females	Clothed images, Partially clothed images; nude images
Adult Males	Partially clothed images
Males between 14-17 years of age	Quora - teen selfie without shirt (Caption “me at 12, me after puberty”)
Females between 14-17 years of age	Quora - teen selfie without shirt (Caption “me at 12, me after puberty”)
Males 13 years of age or younger	Quora - teen selfie without shirt (Caption “me at 12, me after puberty”)
Females 13 years of age or younger	Quora - teen selfie without shirt (Caption “me at 12, me after puberty”)
Other	Genitalia of Minors - Infant being changed at work and a scene in a holocaust film. Witnessed a mom breastfeeding at store

MASTURBATION AND SEXUAL FANTASIES

Average number of times the Examinee has masturbated per week: **1-2**

Maximum number of times the Examinee has masturbated in a 24-hour period: **1**

Frequency the Examinee has masturbated while emotionally upset or angry: **Never**

Number of times Examinee has masturbated in a public location: **0**

The Examinee was asked if, during this reporting period, they have choked themselves or tied anything around their neck during masturbation (**auto-erotic asphyxiation**) to which they responded: **No**

Frequency the Examinee has masturbated while fantasizing about **females and/or males below the age of 18**:

MALES: Very Often

FEMALES: Very Often

Frequency the Examinee reports masturbating while fantasizing about **females and/or males 18 or older**:

Males: Sometimes

Females: Sometimes

Frequency the Examinee has masturbated while fantasizing about **forcing a female and/or male** to have sex:

MALES: Never

FEMALES: Never

Frequency the Examinee has masturbated while fantasizing about **hurting a male and/or female**:

MALES: Never

FEMALES: Never

Frequency the Examinee has masturbated while fantasizing about the victims of their past sexual offending:

MALES: Never

FEMALES: Never

SEXUAL THOUGHTS

For the purpose of this examination, thoughts were defined as images that come to the mind unintentionally but leave relatively quickly without any action being taken

When asked if they found it difficult to concentrate because of sexual thoughts during this reporting period, the Examinee responded: **No.**

When asked if they have had any disturbing or concerning sexual thoughts this reporting period, the Examinee responded: **Sometimes. - He identifies the following thoughts: “Any thoughts of teenagers or if I had a dream involving a minor. Things that happened to me when I was younger.”**

The Examinee reports having had sexual thoughts of **males** by age range and frequency:

0-3: Never
4-11: Never
12-15: Rarely
16-20: Rarely
21-30: Never
31-40: Never
41-50: Never
51-60: Never
61-70: Never
70 and older: Never

The Examinee reports having had sexual thoughts of **females** by age range and frequency:

0-3: Never
4-11: Never
12-15: Never
16-20: Rarely
21-30: Sometimes
31-40: Sometimes
41-50: Never
51-60: Never
61-70: Never
70 and older: Never

The Examinee reports sexual thoughts of **forcing males/females** to engage in sexual contact with the following frequency:

MALES: Never
FEMALES: Never

The Examinee reports sexual thoughts of **hurting males and/or females** with the following frequency:

MALES: Never

FEMALES: Never

The Examinee reports sexual thoughts of the victim(s) of their offending with the following frequency: **Never**

COMMUNITY COOPERATION AND COMPLIANCE

The Examinee reports that they have engaged in the following behaviors which may be contrary to rules set forth by probation and/or treatment:

Unapproved direct or indirect contact with a minor: **No - Incidental, frequently at work. Unapproved would be intentional.**

Consumed ANY amount of alcohol: **Yes - On average, the Examinee reports consuming alcohol every night; he reports he last consumed alcohol last night; when consuming alcohol he reports having, on average, 1-2 drinks; the most he has consumed in one occasion this reporting period was 4-5 drinks.**

Consumed ANY amount of an illegal substance: **No**

Consumed prescription medication not prescribed to them: **No**

Gotten "High" or intoxicated by using any substance: **Yes - 5-6 times this reporting period when had 4-5 drinks**

Left the state without permission: **No**

Been to any unapproved locations: **No**

Been alone with anyone below the age of 18: **Yes - in public restroom 1x/week he reports he completes relieving himself and leaves**

Been alone with anyone below the age of 13: **Yes - in public restroom 1x/week he reports he completes relieving himself and leaves**

Been to a park or playground: **No**

Been to an elementary; middle; or high school: **No**

Intentionally lied to my probation/parole officer or treatment provider: **No**

Intentionally harmed someone (Stolen from them; damaged their property; lied about them; gossiped): **No**

Intentionally injured or assaulted someone: **No**

Been in a physical fight: **No**

Had a weapon in their possession: **No - broken bb gun in house and diver's knife**

Had a storage facility not at their residence: **Yes - old office space where things are stored**

Unapproved use of the internet: **Yes - Clicked on Spam adult nude females**

Unapproved use of a cell phone: **Yes - Clicked on Spam adult nude females**

Spent the night in an unapproved location: **No**

Indirect contact with the victim(s) (passing messages through third party; getting information about them without their permission; etc): **No**

Direct contact with the victim(s) (in same location as victim): **No**

Unapproved use of a motor vehicle: **No**

Unapproved people in my residence: **No**

Unapproved minors in my residence: **No**

Been to unapproved residence where minors reside: **No**

Unreported sexual partner(s): **No**

Contact with unapproved people: **No**

Did not comply with sexual offender treatment agreement: **No**

Contact with anyone known by the Examinee to have committed a sexual offense (outside of treatment group): **No**

Had any sexual communication with a minor: **No**

Had any unapproved social media accounts: **No**

Accessed or possessed any unapproved erotica: **Yes - Quora images of minor boys with caption "Me at 12; Me after puberty"**

Accessed or possessed any unapproved electronic storage device: **Yes - MP3 player**

Engaged in unapproved behaviors at work: **No**

The Examinee reports that they are allowed to have UNSUPERVISED contact with the following minors: **none**

The Examinee reports that they are allowed to have only SUPERVISED contact with the following minors: **none**

GENERAL EMOTIONAL WELL-BEING

The Examinee was asked to report on the presence of negative emotions this reporting period and on the frequency which they have experienced them, if at all.

LONELY: **Sometimes**

ANGRY: **Rarely**

DEPRESSED: **Sometimes**

MISUNDERSTOOD: **Never**

REJECTED: **Never**

INADEQUATE: **Rarely**

ANXIOUS: **Sometimes**

When the Examinee was asked if there are adults with whom they have shared these feelings, they responded: **Yes**

When the Examinee was asked if there are children 13 or younger with whom they have shared these feelings, they responded: **No**

To conclude the Pretest Interview, the Examinee was asked if during this reporting period anything else has occurred that they feel should be disclosed prior to their polygraph exam, to which they responded: **No**

SECTION 4: IN-TEST PHASE

Upon review of the polygraph test questions, the Examinee indicated that he completely understood the scope and meaning of each question. A Directed Lie Screening Test format was utilized using a Stoelting Pro computerized polygraph system for the collection of physiological data. This instrument makes a continuous recording of autonomic responses associated with respiration, electrodermal activity, vasomotor activity, and cardiovascular functioning. The instrument also includes sensors designed to record peripheral behavioral activity during the examination. A functionality check prior to the examination confirmed the instrument was in proper working order.

SCREENING TEST 1:

The following pertinent questions were asked during the polygraph examination, to which the Examinee responded “**No**” to each:

QUESTIONS:

Since November 2021, have you had direct contact with a minor?

Since November 2021, have you been to any unapproved locations?

SCREENING TEST 2:

The following pertinent questions were asked during the polygraph examination, to which the Examinee responded “**No**” to each:

QUESTIONS:

Since November 2021, other than what you've told me, have you had unapproved access to the internet?

Since November 2021, other than what you have told me, have you accessed unapproved erotica?

SECTION 5: Results

Screening Test 1:

Global analysis of the physiological data revealed that it was of sufficient interpretable quality to complete a standardized numerical analysis of the test results using the Empirical Scoring Technique and Results are: **Significant Reactions.**

Based upon the scores that this test data produced, the likelihood that this person is being Truthful is: **less than 1%***

Screening Test 2:

Global analysis of the physiological data revealed that it was of sufficient interpretable quality to complete a standardized numerical analysis of the test results using the Empirical Scoring Technique and Results are: **Significant Reactions.**

*Based upon the scores that this test data produced, the likelihood that this person is being Truthful is: **less than 1%***

*Nelson, R., & Handler M. (2015). Statistical Reference Distributions for Comparison Question Polygraphs. Polygraph-The Journal of the American Polygraph Association. 44(1), 91-114.

Section 9: Post-Test Interview

During the post-test phase of the exam, the Examinee was informed of the test results. He was given an opportunity to explain his physiological reactions to the pertinent questions. He discloses the following behaviors which may have contributed to significant physiological reactions to each of the pertinent questions:

- **Unapproved internet access/unapproved erotica - 5-6 times this reporting period searched the web for images of child actors he found sexually attractive. For example, in Star Wars, there was a 13-year-old boy whom he searched the web for.**
- **Direct contact with minor - during the pre-test interview, he reports being alone with minors in the public restroom 1x/week. He mentioned a minor who came in the restroom on one occasion and looked in the stall where he was. During the post-test interview, he elaborates and states that the boy stood outside the stall with his feet under the door until he was done using the toilette and the boy was still there when he walked out of the stall. He reports that this happened about 2 weeks ago.**
- **Unapproved locations - he specifically mentions Walmart in RI and expresses doubt as to whether he has approval to go into any store in RI. He additionally discloses**

that he was at a MA Outlet Mall with his parents and while his parents “were not by my side”, I was near a bench that some teenagers were sitting on.

A handwritten signature in black ink, appearing to read 'Matthew W. Roy', written over a solid black horizontal line.

Matthew W. Roy, M.S.Ed.
Certified Polygraph Examiner
Certified PCSOT Trained Examiner

8/22/2022

Date

STABLE-2007 TALLY SHEET & ACUTE-2007 TALLY SHEET

R. Karl Hanson, Andrew J. R. Harris, Terri-Lynne Scott and Leslie Helmus

Public Safety Canada

The attached Tally Sheets have been scored by Matthew W. Roy, M.S.Ed., who has been Trained and Certified in their use. Please be aware that these results are based primarily on the Client's Self-Reports made during their recent Polygraph Examination. Collateral Information should also be included in making a thorough determination of the risk of recidivism along with the Priority Level of a Community Sexual Offender Management Team Response. Please make adjustments to the scores as necessary.

Please note that the authors of this actuarial risk measure recommend that the Stable be completed once per year, and that the Acute be completed upon each face to face encounter with the client. Therefore, if a Stable Assessment has already been provided this year, only the Acute Assessment will be included with this report.

ACUTE-2007 Tally Sheet

Subject Name: [REDACTED]

Subject ID# [REDACTED]

Place of Scoring: Cheshire, CT

Date of Scoring: 8/22/2022

Name of Assessor: Matthew W. Roy, M.S.Ed.

Sex/Violence Score (Sum four factors)	Score	General Recidivism Score (Sum all seven factors)	Scoring
Victim Access	2	Copy these scores over 	2
Hostility	0	Copy these scores over 	0
Sexual Preoccupation	1	Copy these scores over 	1
Rejection of Supervision	1	Copy these scores over 	1
		Emotional Collapse	0
		Collapse of Social Supports	0
		Substance Abuse	1
Sex/Violence Total (Sum of four factors)	4	General Recidivism Risk Total (Sum of all seven factors)	5

Sex and Violence Risk and General Recidivism Risk

Sex/Violence Nominal Categories (Sum of four risk factors)	General Recidivism Risk Nominal Categories (Sum of all seven risk factors)
Low Priority - 0	Low Priority - 0
Moderate Priority - 1	Moderate Priority - 1-2
High Priority - 2 or greater	High Priority - 3 or greater

STABLE-2007 Tally Sheet

Subject Name: ██████████

Subject ID# ██████████

Place of Scoring: Cheshire, CT

Date of Scoring: 8/22/2022

Name of Assessor: Matthew W. Roy, M.S.Ed.

Scoring Item	Notes	Section Total
Significant Social Influences		0
Capacity for Relationship Stability		2
Emotional ID with Children	(Only score this item for offenders with victims age 13 or younger)	0
Hostility toward women		0
General Social Rejection		0
Lack of concern for others		0
Impulsive		1
Poor Problem Solving Skills		2
Negative Emotionality		0
Sex Drive Sex Preoccupation		2
Sex as Coping		0
Deviant Sexual Preference		2
<u>Deviant Sexual Interests in Possible Remission</u> An offender who has scored a “2” based upon historical facts can have their Deviant Sexual Interest score reduced by one point if the following is present: The offender is involved in an age appropriate, consensual, satisfying sexual relationship of at least one year’s duration while “at risk” in the community with the absence of behavioural indicators of Deviant Sexual Interest for 2 years. If the presence of this relationship has been confirmed by a credible, independent, collateral contact and the above condition applies you may enter and count a “negative 1” in this score box – reducing the offender’s overall score by “1”		0
Cooperation with Supervision		1
Sum for Final Total		10

Interpretive Ranges: 0 – 3 = Low, 4 – 11 = Moderate, 12+ = High

Sexual History Disclosure Polygraph Examination

Examinee Information

Examinee Name: [REDACTED]
Record Number: [REDACTED]
Examinee's Gender: Male
Examinee's Date of Birth: 06/19/1990
Examinee's Age: 32
Referring Agency: [REDACTED]
Referring Person(s): [REDACTED]

Exam Information

Examiner's Name: Matthew W. Roy
Location of Exam: Carpe Diem Lewiston, ME
Date of Exam: March 27, 2023
Start Time: 9:00 AM
End Time: 12:40 PM

**Final Call: Screening Test 1 - No Significant Reactions
 Screening Test 2 - No Significant Reactions**

Section 1: Purpose of Examination

To assist the Examinee with making an accurate disclosure of his Sexual History based upon the issues identified within the Sexual Offense Disclosure Questionnaire; and, through the psychophysiological detection of deception (i.e. Polygraph) examination, to ascertain whether the examinee responded truthfully to the identified pertinent questions listed under Section 4 of this report. On 02/16/2023 15:45:17 the Examinee successfully completed and electronically submitted their Sexual History Questionnaire.

On 3/27/2023, the Examinee arrived and voluntarily submitted to this polygraph examination. The Examinee read the Polygraph Authorization and Release Form as this Examiner read each line aloud; expressed understanding; and, voluntarily signed it agreeing to the test and waiving the rights set forth in the document. The Examinee was fully advised that the entire examination would be audio and video recorded. They were further advised that they could terminate the examination at any time if they so choose.

The Agenda for today's Polygraph Examination was reviewed with the Examinee and they initialed each Agenda item once completed. The Examinee was also asked to sign a Form Verifying that: every Test Question was reviewed with them prior to the Test; that any questions or concerns that they may have had with any Test Question were resolved; that they answered each question with a Yes or a No as they will do during the Test; and that they understood that this Polygraph Examiner will not ask any question during the Test that was not reviewed with

them. These Forms are included with this report as a way of documenting that this Examination was conducted in strict compliance with the Standards set forth in the American Polygraph Association's Standards of Practice (2019) and Model Policy for Post Conviction Sexual Offender Testing (2021).

Section 2: Suitability Assessment

The Examinee presented to this Examiner at the above location. The Examinee was a 32-year-old Male who appeared their stated age. They presented as being alert and well oriented as to time, place and person. Their comprehension of simple commands was unimpaired.

Medical Diagnoses: No

Current Medications: No

Over the Counter Medications within the past 24 hours: None reported

Alcohol; Marijuana; Illicit Drug use in the past 24 hours: Medical Marijuana yesterday

Quality of sleep last night: Abnormal - when he woke up to take his dog out last night, he was not able to get back to sleep right away

The Examinee reports the last time he had anything to eat was last night, and the last time he had anything to drink was within the past hour.

The Examinee was asked to state the reason for this Polygraph Examination, to which he responded: "To go over my sex history to make sure I'm actually telling the truth to move forward in treatment."

This Examiner further added that this type of Exam is a form of Risk/Needs Assessment, which assists their Community Supervision and Treatment Team in their decision-making. The Examinee expressed understanding.

The Examinee was asked to identify the potential rewards for being truthful and consequences for being deceptive during this Examination, to which they responded: "To clarify, so I can move forward so that next year I can go back to court to have it dropped."

He has a right shoulder injury incurred in 2018 that sometimes causes him pain. He reports that he is not experiencing any unusual pain or discomfort today. He reports that he feels generally well today.

In the opinion of this Examiner, the Examinee was suitable for polygraph testing.

Section 3: Pre-Test Interview

Committed Intimate Relationships*

*A relationship with an adult sexual partner that had a promise of sexual faithfulness and has lasted for at least SIX consecutive months.

The Examinee was asked if they are presently in a committed intimate relationship? If so, is it with a male or female, to which they responded: **Yes, with a female. He reports that he has known her since 4th grade. They dated for a while, but then went separate ways. It's been about 10 years since they've been back together.**

The Examinee was asked, since their 18th birthday, if they have ever been in any committed intimate relationships, to which they responded: **Yes**

The Examinee was asked, since their 18th birthday, how many committed intimate relationships they have had, and with people of which gender, to which they responded:

Males: 0

Females: 1

When the Examinee was asked, while they were in a committed intimate relationship, did they ever have sex with someone other than their partner, they responded: **Yes - he reports that this occurred "a couple of times" with the most recent time about 1 month ago.**

The Examinee was asked, since their 18th birthday, what issues had occurred within their committed intimate relationships, and with people of which gender did they have such issues, to which they responded:

Issues Identified Within Relationships With Male Committed Intimate Partner	Issues Identified Within Relationships With Female Committed Intimate Partner
I have never been in a committed intimate relationship	Verbal hostility by partner towards me "(she keeps coming at me about a little bit about everything)", Lack of trust by my partner about me, I have had an affair

Sexual Offending History

During this section of the pretest interview, this Examiner reviewed all questions with the Examinee. Operational definitions were explained when necessary. This Examiner encouraged the Examinee to ask any questions in order to clarify the meaning of any questions. The Examinee was able to articulate understanding to the meaning and intent of each question.

The Examinee was reminded that they have a right to not incriminate themselves. They were advised to be truthful, but to not give any information that could be used to identify victims of past criminal behaviors, such as potential victims' names; specific dates; or specific locations.

This Examiner also reviewed the Examinee's recorded responses from the Sexual History Questionnaire with them to make sure that they were accurate. The Examinee was given an opportunity to amend any of their answers, and to provide pertinent details of any behaviors that they wished. The responses below have been reviewed with the Examinee, and the Examinee agrees to the accuracy of the information under this section.

The following Sexual History outline is, in part, taken from the LEAD Workbook: Treatment for High Risk Sexual Misconduct and used with permission from Matthew L. Ferrara, Ph.D.

Direct Sexual Contact with a Family Member (i.e. Incest)

*Touching with a family member (e.g. sister, brother, step-sister, step-brother, cousin, half-brother, half-sister, any other relative) for a SEXUAL PURPOSE, with or without clothing: breasts; buttocks; penis; or, vagina; kissing; vaginal or anal intercourse; or, oral sex

When the Examinee was asked if they had ever had direct sexual contact with a family member, they responded: **"Yes"**

When the Examinee was asked how many family members they have had direct sexual contact with in their lifetime, they responded: **4**

He reports the following direct sexual contact with family members:

- 1. When he was 10 years old, he had direct sexual contact 10 - 15 times with a 12-year-old female, which included giving and receiving oral sex. He reports that vaginal intercourse was attempted but not successful because "we didn't know what we were doing";**
- 2. When Examinee was 12 years old, he had direct sexual contact with a 10-year-old male family member one time that included giving and receiving oral sex**
- 3. When the Examinee was 26 years old, he had direct sexual contact with a**

15-year-old female family member one time which included kissing, touching by the Examinee of the female's breasts and vagina over her clothes

- 4. (Instant Offense) When the Examinee was 30 years old, he denies direct sexual contact with a 15-year-old female family member, but reports that he exposed his penis one time to her.**

Direct Sexual Contact* With Anyone Below the Age Of 16 When Examinee Was 18 Years of Age or Older (i.e. Child Molestation)

*Touching with another person for a SEXUAL PURPOSE, with or without clothing: breasts; buttocks; penis; or, vagina; kissing; vaginal or anal intercourse; or, oral sex

When the Examinee was asked if, since their 18th birthday, have they had direct sexual contact with anyone below the age of 16, they responded: **“No”**

Direct Sexual Contact* With a Much Younger Person When You Were 17 Years of Age or Younger**

*Touching with another person for a SEXUAL PURPOSE, with or without clothing: breasts; buttocks; penis; or, vagina; kissing; vaginal or anal intercourse; or, oral sex

**APPROXIMATELY 4 or more years younger than Examinee

When the Examinee was asked if they had ever had direct sexual contact with a much younger person when they were 17 years of age or younger, they responded: **“No”**

Use of Force* to Obtain Direct Sexual Contact (i.e. Rape)**

*Force is the use of physical force; physical harm; blackmail; weapons; threats of violence towards the victim; threats of violence towards the victims' loved ones; pets; or personal possessions; or, the use of intimidation.

**Touching with another person for a SEXUAL PURPOSE, with or without clothing: breasts; buttocks; penis; or, vagina; kissing; vaginal or anal intercourse; or, oral sex

When the Examinee was asked if in their lifetime they have ever used force to have direct sexual contact with a person, they responded: **“No”**

Direct Sexual Contact* with a Person Unable to Consent (i.e. Manipulative Sex)**

*Touching with another person for a SEXUAL PURPOSE, with or without clothing: breasts; buttocks; penis; or, vagina; kissing; vaginal or anal intercourse; or, oral sex

**Behaviors in this section may include direct sexual contact when the other person was:

extremely intoxicated or high; unaware; unconscious; asleep; drugged; incapacitated for any other reason; or, mentally, physically, or emotionally disabled.

When the Examinee was asked if in their lifetime they have had direct sexual contact with a person who could not consent, they responded: “No”

Other Direct Sexual Contact

The Examinee was asked how many people they have had sexual contact with since being 18 years of age, to which they responded (i.e. all sexual partners): **more than 30**

The Examinee was asked how many **males** they have had direct sexual contact with since being 18 years of age that were **known** to them for at least 24 hours before the direct sexual contact; and what their ages were. They responded: **None reported**

The Examinee was asked how many **females** they have had direct sexual contact with since being 18 years of age that were **known to them for at least 24 hours** before the direct sexual contact; and what their ages were. They responded: **When the Examinee was between the ages of 18 to 25, he reports having direct sexual contact with 5 - 10 known adult females. When he was between the ages of 25 to 30, he reports having direct sexual contact with 5 to 10 adult known females. Within the last year, he reports having direct sexual contact with 4 known adult females. He reports that within the last month, he had direct sexual contact with one known adult female other than his current intimate partner.**

The Examinee was asked how many **males** they have had direct sexual contact with since being 18 years of age that were **known to them for LESS than 24 hours** before the direct sexual contact; and what their ages were. They responded: **None reported**

The Examinee was asked how many **females** they have had direct sexual contact with since being 18 years of age that were **known to them for LESS than 24 hours** before the direct sexual contact; and what their ages were. They responded: **When he was in his late teens or early 20's, he picked up 2-3 women “on the road” whom he gave cash to for direct sexual contact.**

When the Examinee was asked, in their lifetime, how many times they had direct sexual contact with someone in a public location, they responded: **11-15 times cars; woods; beach**

When the Examinee was asked, in their lifetime, how many times they had direct sexual contact with a dead body (human and/or animal), they responded: **Never**

When the Examinee was asked, in their lifetime, how many times they had direct sexual contact

with an animal (i.e. bestiality), they responded: **3 times - dog; female; digital penetration when he was a young teenager**

When the Examinee was asked, in their lifetime, how many times they had paid a male or female for direct sexual contact (i.e. prostitution), they responded:

Males: Never

Females: 1-2 times

When the Examinee was asked, in their lifetime, how many times they had been paid for direct sexual contact with a male or female(i.e. prostitution), they responded:

Males: Never

Females: Never

When the Examinee was asked, in their lifetime, how many times they had direct sexual contact with more than one person at the same time, they responded (i.e. multiple partners): **4-6 times**

When the Examinee was asked, in their lifetime, how many times had they secretly rubbed against someone in a public place for a sexual purpose (i.e. frottage), they responded: **Never**

When the Examinee was asked, in their lifetime, how many times they have been sexually aroused by intentionally hurting someone, they responded (i.e. sadism): **Never**

When the Examinee was asked, in their lifetime, how many times they have been sexually aroused by being hurt by someone (i.e. masochism), they responded: **4-6 times scratching**

When the Examinee was asked, in their lifetime, how many times they have been sexually aroused by contact with urine or feces (i.e.elimination), they responded: **Never**

When the Examinee was asked, since being 18 years of age, how many times they have been tied up by a person for sexual arousal (i.e. bondage), they responded: **Never**

When the Examinee was asked, since being 18 years of age, how many times they have tied up a person for sexual arousal (i.e. bondage), they responded: **Never**

NON-CONTACT SEXUAL BEHAVIORS

When the Examinee was asked, in their lifetime, how many times they have been in a strip club; topless bar; or adult book/video/toy store, they responded: **More than 20 times**

When the Examinee was asked, in their lifetime, how many times they have cross-dressed for a

sex turn on, they responded: **never - but he reports sexual turn on by wearing female panties before the age of 18**

When the Examinee was asked, in their lifetime, how many times have they exposed their penis to someone who did not give them their consent, they responded:

Males: never

Females: 7-10 times last time was Instant Offense

When the Examinee was asked, in their lifetime, how many times have they secretly watched someone undressing; nude; or in a sexual act; who did not give them permission to do so (i.e. voyeurism), they responded:

Males: never

Females: 16-20 times - in teenage years, last time was 17-18 years old

When the Examinee was asked, in their lifetime, how many times they have secretly taken pictures/videos, or recorded audio of, a person for sexual arousal (i.e. voyeurism), they responded:

Males: never

Females: never

When the Examinee was asked, in their lifetime, how many times have they secretly followed someone (e.g. physically; electronically; online; etc.) due to sexual interest in them (i.e. stalking), they responded: **1-3 times - last time was 18-20**

When the Examinee was asked, in their lifetime, how many times have they stolen any item for sexual arousal, they responded: **2-4 times, last time 15-16 years old, he stole women's panties from someone's house**

PORNOGRAPHY

The Examinee was advised that the operational definition for “Pornography” during this exam would be: sexually explicit (graphic and clear portrayal of genitals; anal, oral, and/or vaginal penetration; etc.) material (audio; video; written) created for the sole purpose of sexual arousal of the person experiencing it.

When the Examinee was asked, in their lifetime, how often and by what means have they viewed pornographic images of people they **BELIEVED to be 18 years of age or older**, they responded:

Means of Access	Frequency	Last Time Viewing Such Images
Pornographic Website	Very Often	yesterday
DVD/Video	Rarely	18 y.o
Pay Per View	Never	
Theater	Never	
Magazine	Very Often	5 years ago
File Share	Never	
Internet Social Media	Never	
Mobile App/Text	Never	
Dark Web	Never	
Other	Never	

When the Examinee was asked, in their lifetime, how often and by what means have they viewed pornographic images of people they **BELIEVED to be under the age of 18**, they responded:

Means of Access	Frequency	Last Time Viewing Such Images
Pornographic Website	Never	
DVD/Video	Never	
Pay Per View	Never	
Theater	Never	
Magazine	Never	
File Share	Never	
Internet Social Media	Never	
Mobile App/Text	Very Often	He was 26; 15-year-old family member would send him pictures of herself

Dark Web	Never	
Other	Never	

ACCESSING EROTICA* DEPICTING MINORS**

*Erotica - sexually arousing non-pornographic materials (e.g. literature; art; portraits; etc.)

**Minors are individuals that the Examinee BELIEVED to be below the age of 18

The Examinee was asked if, since being 18, they had accessed images of minors for sexual arousal, to which they responded: **No**

The Examinee was asked if, since being 18, they had accessed written materials involving minors for sexual arousal, to which they responded: **No**

The Examinee was asked if, since being 18, they had accessed audio materials involving minors for sexual arousal, to which they responded: **No**

ONLINE SEXUAL CHATTING

When the Examinee was asked, since being 18 years of age, how many times they have sexually chatted online with **adults 18 years of age or older known** to them in person, they responded:

Males: Never

Females: More than 20 times (texting; messenger; Plenty of Fish app)

When the Examinee was asked, in their lifetime, how many times they have sexually chatted online with people they **BELIEVED to be 18 years of age or older, but that they did not know** in person, they responded:

Males: Never

Females: 1-3 times

When the Examinee was asked, since being 18 years of age, how many times they have sexually chatted online with a **minor under the age of 18 known** to them in person, they responded:

Males: Never

Females: 1-3 times 15 yo; 17 yo

When the Examinee was asked, since being 18 years of age, how many times they have sexually chatted online with someone they **BELIEVED to be under the age of 18, but who they did not know** in person, they responded:

Males: Never

Females: Never

When the Examinee was asked, since being 18 years of age, what method they used to do online sexual chatting, they responded: **Dating Sites (Plenty of Fish)**

OTHER SEXUAL COMMUNICATION

When the Examinee was asked, in their lifetime, how many times have they sent sexual emails; text messages; or chats to someone who did not give them permission to do so, they responded: **More than 20 times**

When the Examinee was asked, in their lifetime, how many times have they made sexual phone calls to someone who did not give them permission to do so, they responded: **More than 20 times**

When the Examinee was asked, since their 18th birthday, how many times have they made sexual phone calls to someone whom they **BELIEVED to be under the age of 18, but that they did not know** in person, they responded:

Males: never

Females: never

When the Examinee was asked, since their 18th birthday, how many times have they made sexual phone calls to a person **under the age of 18 who was known** to them, they responded:

Males: never

Females: 7-10 times

Masturbation and Fantasies

The Examinee was asked, on average, how many days per week they masturbated during different age ranges, to which they responded:

Examinee's Age in Years	Average Times Masturbating (Per Week)
4-8	Not Applicable
11-12	4-6
13-16	4-6
17-21	4-6

22-30	4-6
31-32	4-6

The Examinee was asked, in their lifetime, what the maximum number of times was that they masturbated in a single day to which they responded: **4 times; he reports that the last time that he masturbated more than 1x/day was within the current month**

The Examinee was asked, since being 18 years of age, how many times they had masturbated in a public location to which they responded: **More than 10 (public restroom; car; woods)**

The Examinee was asked, since being 18 years of age, on average, how many days per week they masturbated while **fantasizing about direct sexual contact with a male under the age of 18** to which they responded:

Examinee's Age in Years	Average Times Masturbating While Fantasizing About A Male Under the Age of 18 (Per Week)
18-21	0
22-30	0
31-32	0

The Examinee was asked, since being 18 years of age, on average, how many days per week they masturbated while **fantasizing about direct sexual contact with a female under the age of 18** to which they responded:

Examinee's Age in Years	Average Times Masturbating While Fantasizing About A Female Under the Age of 18 (Per Week)
18-21	4-6
22-30	4-6
31-32	1-3

The Examinee was asked, since being 18 years of age, on average, how many days per week they masturbated while fantasizing about **direct sexual contact with a male under the age of 14** to which they responded:

Examinee's Age in Years	Average Times Masturbating While Fantasizing About A Male Under the Age of 14 (Per Week)
18-21	0
22-30	0
31-32	0

The Examinee was asked, since being 18 years of age, on average, how many days per week they masturbated while fantasizing about **direct sexual contact with a female under the age of 14** to which they responded:

Examinee's Age in Years	Average Times Masturbating While Fantasizing About A Female Under the Age of 14 (Per Week)
18-21	0
22-30	0
31-32	1-3

The Examinee was asked, since being 18 years of age, on average, how many days per week they masturbated while **fantasizing about forcing a male** to have direct sexual contact to which they responded:

Examinee's Age in Years	Average Times Masturbating While Fantasizing About Forcing A Male to Have Direct Sexual Contact (Per Week)
18-21	0
22-30	0
31-32	0

The Examinee was asked, since being 18 years of age, on average, how many days per week they masturbated while **fantasizing about forcing a female** to have direct sexual contact to which they responded:

Examinee's Age in Years	Average Times Masturbating While Fantasizing About Forcing A Female to
--------------------------------	---

	Have Direct Sexual Contact (Per Week)
18-21	1-3
22-30	1-3
31-32	1-3

The Examinee was asked, since being 18 years of age, on average, how many days per week they masturbated while **fantasizing about hurting or causing pain to a male** to which they responded:

Examinee's Age in Years	Average Times Masturbating While Fantasizing About Hurting or Causing Pain To A Male (Per Week)
18-21	0
22-30	0
31-32	0

The Examinee was asked, since being 18 years of age, on average, how many days per week they masturbated while **fantasizing about hurting or causing pain to a female** to which they responded:

Examinee's Age in Years	Average Times Masturbating While Fantasizing About Hurting or Causing Pain To A Female (Per Week)
18-21	1-3
22-30	1-3
31-32	1-3

Any Other Problematic, Risky, or Deviant Sexual Behaviors

When the Examinee was asked if there were any other problematic; deviant; or risky sexual behaviors that they have engaged in during their lifetime that have not yet been discussed, they stated: **“No”**

Section 4: In-Test Phase (Screening)

Upon review of the polygraph test questions, the Examinee indicated that he completely understood the scope and meaning of each question. Two Directed Lie Screening Tests were administered using a Lafayette LX4000 computerized polygraph system for the collection of physiological data. This instrument makes a continuous recording of autonomic responses associated with respiration, electrodermal activity, and cardiovascular functioning. The instrument also includes sensors designed to record peripheral behavioral activity during the examination. A functionality check prior to the examination confirmed the instrument was in proper working order.

The following pertinent questions were asked during the polygraph examination to which the Examinee responded “No” to each:

QUESTIONS:

Since being 18, other than those 2 people, have you had direct sexual contact with anyone else below the age of 16?

Since being 18, have you secretly watched a stranger undressing or nude for a sexual purpose without their consent?

Results

Global analysis of the physiological data revealed that it was of sufficient interpretable quality to complete a standardized numerical analysis of the test results using the Empirical Scoring Technique and Results are: **No Significant Reactions**

Based upon the scores that this test data produced, the likelihood that this person is being Deceptive is: **less than 1.0%***

SCREENING TEST 2:

The following pertinent questions were asked during the polygraph examination, to which the Examinee responded “No” to each:

QUESTIONS:

Have you ever forced someone to have direct sexual contact with you?

Since being 18, other than that one person, have you accessed any pornographic images of minors?

Results

Global analysis of the physiological data revealed that it was of sufficient interpretable quality to complete a standardized numerical analysis of the test results using the Empirical Scoring Technique and Results are: **No Significant Reactions**

Based upon the scores that this test data produced, the likelihood that this person is being Deceptive is: **less than 1.0%***

*Nelson, R., & Handler M. (2015). Statistical Reference Distributions for Comparison Question Polygraphs. Polygraph-The Journal of the American Polygraph Association. 44(1), 91-114.

Section 9: Post-Test Interview

During the post-test phase of the exam, the Examinee was informed of the test results.



Matthew W. Roy, M.S.Ed.
Licensed Polygraph Examiner
Certified PCSOT Trained Examiner

3/27/2023

Date

NOTICE PURSUANT TO 32 M.R.S. § 7366: To file a complaint against a polygraph examiner, a person may contact the Maine Department of Public Safety at the following address and phone number: 45 Commerce Drive, Suite 104 State House Station, Augusta, ME 04333-0104; (207) 626-3800.

Matthew W. Roy, M.S.Ed.

Certified Polygraph Examiner

Single Issue Polygraph Examination Report

Examinee Information

Examinee Name: [REDACTED]
PACTS Number: [REDACTED]
Examinee's Gender: Male
Examinee's Date of Birth: [REDACTED]
Examinee's Age: 29
Referring Agency: Chautauqua County Probation
Referring Officer: [REDACTED]

Exam Information

Examiner's Name: Matthew W. Roy, M.S.Ed.
Location of Exam: 1 Leo Moss Ave Olean, NY (Cattaraugus County Probation)
Date of Exam: March 6, 2023
Start Time: 12:55 PM
End Time: 3:18 PM

Final Call: No Deception Indicated

Section 1: Purpose of Examination

On November 29, 2022, this Examinee was administered a Maintenance Polygraph Examination by this Examiner. Two Directed Lie Screening Tests were conducted and the Examinee had Significant Reactions to the investigative questions in both tests. The investigative questions were:

Since your last polygraph exam, other than marijuana, have you possessed any illegal substances?

Have you had any unapproved direct contact with minors since your last polygraph exam?

Since your last polygraph exam, have you possessed any unreported internet capable devices?

Other than with Logyn, have you had direct sexual contact with anyone since your last polygraph exam?

During the post test interview, he disclosed the following to explain the data he produced indicating deception to these questions:

- **Since your last polygraph exam, other than marijuana, have you possessed any illegal substances?**
 - The Examinee reports that he has not possessed or consumed any illegal substances but that this reporting period, he has been with his sister who does use illegal substances other than marijuana
- **Have you had any unapproved direct contact with minors since your last polygraph exam?**
 - The Examinee reports that when attending the funeral for his son, his nieces and nephews “gave each other hugs”.
- **Since your last polygraph exam, have you possessed any unreported internet capable devices?**
 - The Examinee reports that this reporting period, he used Logyn’s cell phone to make phone calls but only to probation and treatment.
- **Other than with [REDACTED], have you had direct sexual contact with anyone since your last polygraph exam?**
 - The Examinee reports that on 1 occasion this reporting period he had direct sexual contact with an ex-girlfriend.

Chautauqua County Probation Officer [REDACTED] supervises this Examinee in the community and, in consultation with this Examiner, determined that it would be prudent to conduct a Single Issue Diagnostic Polygraph Test on the issue of direct sexual contact with minors. This was prompted by the 2 investigative questions that he did not pass regarding direct sexual contact with anyone other than [REDACTED] and unapproved direct contact with minors. Therefore, the purpose of this Exam is to determine the likelihood that this Examinee is being truthful or deceptive when he states that he has not had direct sexual contact with a minor within the past year.

On 03/06/2023, the Examinee arrived and voluntarily submitted to this polygraph examination. The Examinee read the Polygraph Authorization and Release Form as this Examiner read each line aloud; expressed understanding; and, voluntarily signed it agreeing to the test and waiving the rights set forth in the document. The Examinee was fully advised that the entire examination would be audio and video recorded. They were further advised that they could terminate the examination at any time.

The Agenda for today's Polygraph Examination was reviewed with the Examinee, and they initialed each Agenda item once completed. The Examinee was also asked to sign a Form Verifying that: every Test Question was reviewed with them prior to the Test; that any questions or concerns that they may have had with any Test Question were resolved; that they answered each question with a “Yes” or a “No” as they will do during the Test; and that they understood

that this Polygraph Examiner will not ask any question during the Test that was not reviewed with them. These Forms are included with this report as a way of documenting that this Examination was conducted in strict compliance with the Standards set forth in the American Polygraph Association's Standards of Practice (2019) and Model Policy for Post Conviction Sexual Offender Testing (2021).

Section 2: Suitability Assessment

The Examinee presented to this Examiner at the above location. The Examinee was a 29-year-old Male who appeared their stated age. They presented as being alert and well oriented as to time, place and person. Their comprehension of simple commands was unimpaired.

Medical Diagnoses: Yes - Bipolar; Intermittent Explosive Disorder; Obsessive-Compulsive Disorder; Depression. He also reports that he was informed that he has a "disorder" which is having "problems with people in authority".

Current Medications: Yes - Arpizol; Vilazodone

The Examinee reports that he has taken this medication regularly as prescribed during the two weeks prior to this Exam. He reports that two days ago he began taking Vilazodone. No reported side effects

Over the Counter Medications within the past 24 hours: None reported

Alcohol; Marijuana; Illicit Drug use in the past 24 hours: Daily user of marijuana, uses every morning. He reports that he did not use this morning because "I just wasn't feeling it"

Quality of sleep last night: Disturbed 3:00AM - 8:00AM due to neighbor yelling

The Examinee reports the last time he had anything to eat within the hour, and the last time he had anything to drink was an energy drink that he is currently drinking.

The Examinee was asked to state the reason for this Polygraph Examination, to which he responded: "Cause I failed the last one".

The Examinee was asked to identify the potential rewards for being truthful and consequences for being deceptive during this Examination, to which they responded: "What can probation do? They made me drive here to have another polygraph exam and I'm losing money right now".

In the opinion of this Examiner, the Examinee was suitable for polygraph testing.

SECTION 3: PRE TEST INTERVIEW

EXAM REPORTING PERIOD: March 2022 - Present

The Examinee's responses to the questions in the pre-test interview from the 11/29/2022 Maintenance Polygraph Exam were reviewed with him. The only additional information disclosed by the Examinee was that he has a Facebook account, but that he has not accessed it this reporting period.

The Examinee was asked if he had physical, non-sexual, contact with a minor during the past year, to which he responded: No

The Examinee was asked if he was alone with a minor during the past year, to which he responded: No

The Examinee was asked if he had intentional (not incidental) communication with any minor during the past year, to which he responded: No

The Examinee was asked if he had any sexual communication with a minor during the past year, to which he responded: No

The Examinee was asked if he had physical sexual contact with a minor during the past year, to which he responded: No

The Examinee was asked if he had any type of direct sexual contact with a minor during the past year, to which he responded: No

SECTION 4: IN-TEST PHASE

Upon review of the polygraph test questions, the Examinee indicated that he completely understood the scope and meaning of each question. A Diagnostic, Single Issue Air Force Modified General Question Test was utilized using a Stoelting Pro computerized polygraph system for the collection of physiological data. This instrument makes a continuous recording of autonomic responses associated with respiration, electrodermal activity, vasomotor activity, and cardiovascular functioning. The instrument also includes sensors designed to record peripheral behavioral activity during the examination. A functionality check prior to the examination confirmed the instrument was in proper working order.

SINGLE ISSUE TEST:

The following pertinent questions were asked during the polygraph examination, to which the Examinee responded “No” to each:

QUESTIONS:

Have you had any type of sexual contact with a minor since March 2022?

During the past year, have you had physical sexual contact with a minor?

Within the past year, have you communicated sexually with a minor?

Global analysis of the physiological data revealed that the Data was of sufficient interpretable quality to complete a standardized numerical analysis of the test results using the Empirical Scoring System. The physiological data was also analyzed for possible use of countermeasures, and no evidence of countermeasures were found.

Results: No Deception Indicated

Based upon this test data Grand Total Score of +5, the likelihood that this person is actually Deceptive is 4.0% as determined by Nelson, R., & Handler M. (2015) published Statistical Reference Distributions for Comparison Question found within The Journal of the American Polygraph Association. 44(1), 91-114. This Grand Total Score of +5 exceeds the Empirical Scoring System-Multinomial recommended Cutscore of +3, and supports the Results of No Deception Indicated.

Ms. [REDACTED], a Licensed Polygraph Examiner in Maine, independently analyzed and scored the Test Data, without knowledge of this Examiner’s findings, for Quality Assurance and test outcomes. She concurred with this Examiner’s findings of No Deception Indicated.

Additionally, this test data was subjected to an objective scoring algorithm called OSS-2 which produced a result of No Deception Indicated.



Matthew W. Roy, M.S.Ed.
Certified Polygraph Examiner
Certified PCSOT Trained Examiner

3/6/2023

Date

POLYGRAPH AUTHORIZATION AND RELEASE FORM

Name: [Redacted] Date: 3-6-23 Time: 12:54pm
My Address is: [Redacted]
City: Jamestown State: NY Zip/Postal Code: 14701
Contact Phone: _____ Driver's License: N/A Date of Birth: [Redacted] Age: 29

Polygraph Examiner: Matthew Roy Polygraph Location: Olean, NY

Aw I authorize the above named professional, who is a qualified polygraph examiner, to administer a polygraph examination to me on the date indicated above. I understand that I may cancel the examination proceedings at any time, and that I will not be detained to complete the examination or interview if I wish to stop.

Aw I am agreeing to take this examination, without any promise of reward, including promises of any particular test outcome. I understand that based upon on how I produce the polygraph test data, the expert opinion of the examiner may be that I have not been completely truthful or completely cooperative during the examination.

Aw I understand that a Suitability Assessment will be conducted to determine if I am in adequate (stable) physical and mental health to complete this examination.

Aw I understand that the examination equipment and physiological principles will be explained to my satisfaction before beginning the examination.

Aw I understand that all questions that will be asked of me during the actual Test Phase will be read and reviewed with me before I am tested on them, and that I will be given an opportunity to ask for clarification before beginning the test.

Aw Examination Recording (circle): Audio YES NO Video YES NO

Aw I authorize the release of the results and all information from this examination, orally, in writing, and electronically, including the examination content, audio/video recorded interviews, examination results, summary report and opinions to:

[Redacted]

Aw Information from this examination ARE ARE NOT (circle) privileged and confidential attorney work product.

Aw Recipients of this information ARE ARE NOT (circle) mandated to report known or suspected cases of child abuse.

Aw This authorization for release of the above listed information expires (365 days maximum): 3-6-24

Aw I understand that the above named polygraph examiner will provide me a polygraph examination that meets all American Polygraph Association Standards of Practice and their Code of Ethics. Quality assurance measures are utilized to assure accountability on the part of the Examiner. The Examiner is not responsible for the test data or, for how the referring agency uses the final report.

Signature of Examinee: [Redacted]

Date: 3-6-23

Polygraph Examiner: [Signature]

Date: 3/6/23

POLYGRAPH AUTHORIZATION AND RELEASE FORM

Polygraph Examiner:

Polygraph Location:

The portion below is to be completed at the end of the examination.

This examination was concluded at 3:18 pm.

In signing this portion, I completely reaffirm in its entirety my above agreement; that I completed the examination of my own accord, without promises of reward or particular test outcome, knowing that I could stop the Examination at any time for any reason.

Signature of Examinee:



Date: 3-6-23

Polygraph Examiner:



Date: 3/6/23

POLYGRAPH EXAMINATION QUALITY ASSURANCE CHECKLIST

Examinee Name:



Date of Exam:

3-6-23

Polygraph Examiner:

Matthew W Ro

Examinee Initials

1. Introduction to Room and Components

Aw

2. Examination Phases

a. Suitability

Aw

b. Examinee Background/Interests

Aw

c. Examiner Qualifications

Aw

d. Explain Physiology/History of Polygraph

Aw

e. Case Information/Questionnaire

Aw

f. Question formulation and Review

Aw

g. Acquaintance Test Conducted

Aw

h. Review Outcomes

Aw

I certify that the above named Polygraph Examiner explained and completed the above elements of this Polygraph Examination.

Signature:



Date:

3-6-23

VERIFICATION OF QUESTION REVIEW

Matthew W. Roy, M.S. Ed., Certified Polygraph Examiner

I verify that the above named Polygraph Examiner reviewed each question that will be asked of me during the Polygraph Test; addressed any questions or concerns that I had about any question; and that I answered each question with a "Yes" or a "No" as I will during the Polygraph Test. I further understand that the above named Polygraph Examiner will not ask any question during the Polygraph Test that was not reviewed with me.

Examinee Name: [REDACTED] _____

Examinee Signature: [REDACTED] _____

Date: 3-6-23 _____ Time: 2:20 _____

Witnessed by: Matthew W. Roy

Signature: [REDACTED] _____ Date: 3-6-23 _____

SOLICITATION NUMBER:
Addendum Number:

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:

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

Vendor Question and Response

ARFQ 0608 DRC230000165 - Polygraph Examination Services for Regions 5 through 7

3/31/2023

Vendor Question 01:

Does the estimate of 20 exams/month mean that every month of the contract year there will be an estimated 20 exams?

Agency Answer 01:

Per section 4.1.1.1 Vendor will be providing an estimated quantity of twenty (20) polygraph examinations services a month.

Per section 5.2 Pricing Page, third paragraph

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor Question 02:

Based on the estimated of 20 exams/month, what would be a reasonable range of exams for me to expect per month? 15-25 exams per month? 10-30 exams per month? Would I be contractually bound to conduct extremes, such as one exam, or 50 exams per month? I have other commitments and certainly would not want to mislead your agency in any way regarding my ability to meet your requirements.

Agency Answer 02:

The number of polygraphs per month will vary, some months there could be more than 20 and other months there will not be 20. Some months there may not be any polygraphs given in that region. Each offender can take up to 5 polygraphs a year. If the offenders fail one of their polygraphs, they can take another one 30 days from the date of the last exam. If the offenders pass their exam, they don't have to take another polygraph for 6 months. Currently on parole supervision there are 180 sex offenders statewide.

Vendor Question 03:

Finally, am I required to have office space to conduct these exams? If not, in which facilities will these exams be conducted?

Agency Answer 03:

The examiner will be conducting the polygraph examination at the parolee's parole office.



State of West Virginia
Department of Homeland Security
Division of Administrative Services
1124 Smith Street
Charleston, WV 25301
(304) 558-2350



Additional Instructions to Vendors Submitting Bids

Bid Submission Deadline: Monday March 27, ~~2022~~ 2023, at 2:30pm EST.

If submitting a bid via mail or hand delivery, please deliver to:

West Virginia Department of Homeland Security
Division of Administrative Services
Attn: James Atkins
1124 Smith Street, 2nd Floor, Suite 2100
Charleston, WV 25301

Reference: ARFQ 0608 DCR2300000165

Bid Opening Date and Time:

Bid Opening will be on Tuesday March 28, 2023, at 10:00am EST).

Location:

West Virginia Department of Homeland Security
Division of Administrative Services
1124 Smith Street, 2nd Floor, Suite 2100
Charleston, WV 25301

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

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 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.

Company

Authorized Signature



Date

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

SOLICITATION NUMBER: ARFQ DCR23*165

Addendum Number: 4

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 extend the bid closing to Wednesday, April 12, 2023 at 2:30PM
2. To extend the bid opening to Thursday, April 13, 2023 at 10:00AM

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DCR23*165

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 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.

Matthew W. Roy, M.S.Ed

Company



Authorized Signature

4/5/2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012