



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

State of West Virginia Master Agreement

Order Date: 06-04-2025

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0511 2548 BSS2500000004 1	Procurement Folder:	1696817
Document Name:	SAFE PRACTICE MODEL IMPLEMENTATION	Reason for Modification:	
Document Description:	SAFE PRACTICE MODEL IMPLEMENTATION		
Procurement Type:	Central Sole Source		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2028-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000213911 ACTION FOR CHILD PROTECTION INC 8920 Lawyers Road Charlotte NC 691210 US Vendor Contact Phone: 7022658436 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Anthony J Walizer Requestor Phone: (304) 356-2915 Requestor Email: anthony.j.walizer@wv.gov 2025 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BSS - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV 25301-3711 US	ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BSS - COMMISSIONERS OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV 25301-3711 US

CR 6-6-25

Purchasing Division's File Copy

Total Order Amount:

Open End

CH 6/4/25

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Tina H 6/6/2025</i>
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>Q. D. S. Gray</i>
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: <i>6-16-25</i>
ELECTRONIC SIGNATURE ON FILE

Extended Description:

THE VENDOR, ACTION FOR CHILD PROTECTION INC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, INTO A CONTRACT FOR SAFE (SAFETY ASSESSMENT AND FAMILY EVALUATION) PRACTICE MODEL IMPLEMENTATION PER THE TERMS AND CONDITIONS, AND THE VENDOR'S QUOTE DATED 05/07/2025, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2025-07-01	2025-09-30		0.00	

Commodity Line Description: Project Management Infrastructure
Implementation Plan

Extended Description:

Project Management Infrastructure
Develop and maintain comprehensive
Implementation Plan.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2025-07-01	2025-09-30		0.00	

Commodity Line Description: Project Management Infrastructure
Steering Committee

Extended Description:

Project Management Infrastructure
Develop working charter for project steering committee. Support steering committee activities. Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2025-10-01	2025-12-31		0.00	

Commodity Line Description: Project Management Infrastructure
Judicial Leadership Team

Extended Description:

Project Management Infrastructure
Develop working charter for Judicial Leadership Team.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2025-07-01	2025-09-30		0.00	

Commodity Line Description: Project Management Infrastructure
Convene Implementation

Extended Description:

Project Management Infrastructure
Convene Implementation teams and implement working charter.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80101607				0.000000
Service From		Service To	Service Contract Amount		
2025-07-01		2025-12-31	0.00		

Commodity Line Description: Project Management Infrastructure
Create inventory groups

Extended Description:
Project Management Infrastructure
Create an inventory of community groups, stakeholders, and service delivery partners.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	80101607				0.000000
Service From		Service To	Service Contract Amount		
2025-10-01		2026-03-31	0.00		

Commodity Line Description: Project Management Infrastructure
Coordinating meetings

Extended Description:
Project Management Infrastructure
Aid in coordinating and convening meetings with stakeholders.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	80101607				0.000000
Service From		Service To	Service Contract Amount		
2025-07-01		2026-06-30	0.00		

Commodity Line Description: Project Management Infrastructure
SAFE Practice Model

Extended Description:
Project Management Infrastructure
Develop and deliver SAFE Practice Model.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	80101607				0.000000
Service From		Service To	Service Contract Amount		
2025-07-01		2026-03-31	0.00		

Commodity Line Description: Practice and Policy Supports
Comprehensive Review

Extended Description:
Practice and Policy Supports
Conduct a comprehensive review of all existing child and welfare policies.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	80101607				0.000000
Service From		Service To	Service Contract Amount		
2025-07-01		2026-06-30	0.00		

Commodity Line Description: Technology Integrations
Facilitate system integrations

Extended Description:
Technology Integrations
Facilitate child welfare system integrations for each phase of the model implementation.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	80101607				0.000000
Service From		Service To	Service Contract Amount		
2025-07-01		2025-12-31	0.00		

Commodity Line Description: Training Program Review
Review existing training programs

Extended Description:

Training Program Review and Redevelopment. Review existing training programs and related materials.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	80101607				0.000000
Service From		Service To	Service Contract Amount		
2025-10-01		2026-06-30	0.00		

Commodity Line Description: Staff Professional Development
Train, coach, support staff

Extended Description:

Staff Professional Development
Train, coach, and support staff in becoming SAFE Practice Model experts.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	80101607				0.000000
Service From		Service To	Service Contract Amount		
2025-10-01		2026-06-30	0.00		

Commodity Line Description: Staff Professional Development
Train, coach, support staff

Extended Description:

Staff Professional Development
Train, coach, and support staff in becoming SAFE Practice Model experts.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	80101607				0.000000
Service From		Service To	Service Contract Amount		
2026-07-01		2027-06-30	0.00		

Commodity Line Description: Project Mgmt Infrastructure Year 2
Comprehensive Plan

Extended Description:

Project Management Infrastructure Year 2
Maintain a comprehensive implementation plan and develop on-going sustainability plan
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	80101607				0.000000
Service From		Service To	Service Contract Amount		
2026-07-01		2027-06-30	0.00		

Commodity Line Description: Project Mgmt Infrastructure Year 2
Steering Committee

Extended Description:

Project Management Infrastructure Year 2
Support on-going steering committee activities.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2026-07-01	2027-06-30		0.00	

Commodity Line Description: Project Mgmt Infrastructure Year 2
Judicial Leadership Team

Extended Description:

Project Management Infrastructure Year 2
Support on-going Judicial Leadership Team activities.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2026-07-01	2027-06-30		0.00	

Commodity Line Description: Project Mgmt Infrastructure Year 2
Implementation Teams

Extended Description:

Project Management Infrastructure Year 2
Support implementation teams.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2026-07-01	2027-06-30		0.00	

Commodity Line Description: Project Mgmt Infrastructure Year 2
Coordinating Meetings

Extended Description:

Project Management Infrastructure Year 2
Aid in coordinating and convening meetings with stakeholders.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2026-07-01	2027-06-30		0.00	

Commodity Line Description: Project Mgmt Infrastructure Year 2
SAFE Practice Model

Extended Description:

Project Management Infrastructure Year 2
Deliver SAFE Practice Model overview education session materials.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2026-07-01	2027-06-30		0.00	

Commodity Line Description: Practice and Policy Supports Year 2
Child Welfare Policies

Extended Description:

Practice and Policy Supports Year 2
Review and revise existing child welfare policies and procedures.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	80101607				0.000000
Service From		Service To		Service Contract Amount	
2026-07-01		2027-06-30		0.00	

Commodity Line Description: Technology Integrations Year 2
Child Welfare System

Extended Description:
Technology Integrations Year 2
Facilitate child welfare system integrations for each phase of the model implementation.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	80101607				0.000000
Service From		Service To		Service Contract Amount	
2026-07-01		2027-06-30		0.00	

Commodity Line Description: Training Delivery Year 2
SAFE Practice Model

Extended Description:
Training Delivery Year 2
Deliver SAFE Practice Model training to front-line staff.
Per Person Per Day Rate: \$450.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	80101607				0.000000
Service From		Service To		Service Contract Amount	
2026-07-01		2027-06-30		0.00	

Commodity Line Description: Staff Professional Development Year 2
Train, Support Staff

Extended Description:
Staff Professional Development Year 2
Train, coach, and support staff in becoming SAFE Practice Model experts.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	80101607				0.000000
Service From		Service To		Service Contract Amount	
2026-07-01		2027-06-30		0.00	

Commodity Line Description: Continuous Quality Improvement Year 2
Develop review tools

Extended Description:
Continuous Quality Improvement Year 2
Develop fidelity review tools and processes.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2026-07-01	2027-06-30		0.00	

Commodity Line Description: Travel Expenses - Year 2
SAFE Practice Model

Extended Description:

Travel Expenses - Year 2
SAFE Practice Model

Vendor may be reimbursed for travel in accordance with the State of West Virginia's published travel policy governing state employee travel with the following modifications: (1.) Vendor travel will not be reimbursed unless vendor personnel are required to be present at a location more than 75 miles away from Agency's designated headquarters, more than 75 miles away from the vendor's closest place of business, and more than 75 miles from the primary residence of the vendor's closest employee performing the work. (2.) Vendor must calculate travel costs from the required location to the agency headquarters, the vendor's closest place of business, and the closest employee's residence. Mileage reimbursement totals for travel purposes will be based on the lowest mileage of the three calculations. (3.) Vendor will not be compensated for travel time.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Project Mgmt Infrastructure Year 3
Comprehensive Plan

Extended Description:

Project Management Infrastructure Year 3
Maintain a comprehensive implementation plan and sustainability plan
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Project Mgmt Infrastructure Year 3
Steering Committee

Extended Description:

Project Management Infrastructure Year 3
Support on-going steering committee activities.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Project Mgmt Infrastructure Year 3
Judicial Leadership Team

Extended Description:

Project Management Infrastructure Year 3
Support on-going Judicial Leadership Team activities.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Project Mgmt Infrastructure Year 3
Implementation Teams

Extended Description:
Project Management Infrastructure Year 3
Support implementation teams.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Project Mgmt Infrastructure Year 3
Stakeholder Meetings

Extended Description:
Project Management Infrastructure Year 3
Aid in coordinating and convening meetings with stakeholders.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Project Mgmt Infrastructure Year 3
SAFE Practice Model

Extended Description:
Project Management Infrastructure Year 3
Deliver SAFE Practice Model overview education session materials.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Practice and Policy Supports Year 3
Child Welfare Policies

Extended Description:
Practice and Policy Supports Year 3
Review and revise existing child welfare policies and procedures.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Technology Integrations Year 3
Child Welfare System

Extended Description:
Technology Integrations Year 3
Facilitate child welfare system integrations for each phase of the model implementation.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
33	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Training Delivery Year 3
SAFE Practice Model

Extended Description:

Training Delivery Year 3
Deliver SAFE Practice Model training to front-life staff
Per Person Per Day Rate: \$450.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
34	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Staff Professional Development Year 3
Train, Support Staff

Extended Description:

Staff Professional Development Year 3
Train, coach, and support staff in becoming SAFE Practice Model experts.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
35	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Continuous Quality Improvement Year 3
Develop review tools

Extended Description:

Continuous Quality Improvement Year 3
Conduct fidelity reviews and processes.
Hourly Rate: \$247.50

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
36	80101607				0.000000
	Service From	Service To		Service Contract Amount	
	2027-07-01	2028-06-30		0.00	

Commodity Line Description: Travel Expenses - Year 3
SAFE Practice Model

Extended Description:

Travel Expenses - Year 3
SAFE Practice Model

Vendor may be reimbursed for travel in accordance with the State of West Virginia's published travel policy governing state employee travel with the following modifications: (1.) Vendor travel will not be reimbursed unless vendor personnel are required to be present at a location more than 75 miles away from Agency's designated headquarters, more than 75 miles away from the vendor's closest place of business, and more than 75 miles from the primary residence of the vendor's closest employee performing the work. (2.) Vendor must calculate travel costs from the required location to the agency headquarters, the vendor's closest place of business, and the closest employee's residence. Mileage reimbursement totals for travel purposes will be based on the lowest mileage of the three calculations. (3.) Vendor will not be compensated for travel time.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

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

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

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of Three (3) Years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ 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. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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:

☐ the contract will continue for _____ years;

☐ the 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, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

☐ **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.

☐☐☐☐

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 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: _____ 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.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. 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.

☒ Liquidated Damages Are Not Included in this Contract.

12. 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.

13. 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.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and 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.)

16. 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.

17. 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, included in the Contract, 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.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. 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.

SUBCONTRACTOR COMPLIANCE: 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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 Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Lisa S Ruiz-Lee

(Address) 8920 Lawyers Road, PO Box 691210 Charlotte NC 691210

(Phone Number) / (Fax Number) 702.265.8436

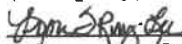
(email address) lisa.ruiz-lee@actionchildprotection.org

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Action for Child Protection, Inc.

(Company)



(Signature of Authorized Representative)

Lisa S. Ruiz-Lee Chief Administration Officer

(Printed Name and Title of Authorized Representative) (Date)
702.265.8436

(Phone Number) (Fax Number)

lisa.ruiz-lee@actionchildprotection.org

(Email Address)

May 7, 2025

Attention:

Kendra Boley-Rogers, MSW/LSW
Senior Program Manager
West Virginia Department of Human Services

Re: Sole Source for the SAFE Practice Model

To Whom It May Concern:

Action for Child Protection (Action), founded in 1984, is a private non-profit organization providing high-quality, high-impact child welfare consultation, education, evaluation, and technical assistance services nationally. Action is an organization committed to assisting states in promoting child safety, permanency, and well-being.

As the developers of the first comprehensive safety intervention model, the Safety Assessment and Family Evaluation (SAFE) Practice Model, Action is nationally recognized as an influential thought leader related to child welfare decision-making.

Action is the sole purveyor of the SAFE Practice Model, and the model and all related assessments, tools, practice manuals, and training materials are considered proprietary and copyrighted solely by Action. Action contracts with multiple government agencies in both the installation and on-going use of the model but retains all copyrights to the practice model materials.

Sincerely,



Lisa S. Ruiz-Lee,
Chief Administration Officer
Action for Child Protection

Partnering Agency:

**West Virginia: Department of Human Services
Bureau for Children and Families**

Project Description:

**SAFE Practice Model Implementation Summary
Activities and Budget**

About Us:

Action for Child Protection (Action), founded in 1984, is a private non-profit organization providing high-quality, high-impact child welfare consultation, education, evaluation, and technical assistance services nationally. Action is also proud to have served as the National Resource Center on Child Maltreatment and the National Resource Center for Child Protective Services (NRCCPS).

Our foundational work is the Safety Assessment and Family Evaluation (SAFE) Practice Model. SAFE is largely considered the first comprehensive safety decision-making model and intervention framework. Numerous states and jurisdictions have adopted versions or components of this strengths-based, family-centered, and trauma-informed model to inform child welfare agency decision-making. Child safety is the primary focus of the SAFE Practice Model, and attention is provided to children who may be unsafe based on the presence of uncontrolled danger threats. The SAFE Practice Model uses standardized tools and decision-making criteria to assess family behaviors, conditions, and circumstances, including individual child vulnerabilities and caregiver protective capacities, to make well-founded child safety decisions. The practice model's approach to safety assessment and management recognizes that issues concerned with child safety change as the child protective services intervention proceeds.

General Description of Billing, Activities, and Efforts:

Action charges a billable rate of \$247.50 / hour. All activities, except for Training Delivery activities, are billed according to the time worked and based on this hourly rate. Travel expenses are included in the total estimates below as well and will be expensed at the cost of the actual expenses incurred. Training Delivery activities, however, are billed at a per participant daily rate. Specific details regarding this are included in the detailed scope of work.

Overall, the deliverables and activities documented below reflect the work to be completed to support continuous coordination of the West Virginia SAFE Practice Model implementation project for the duration of the contracted period. These activities also address sustainability planning, and the support provided to ensure that WV DHS is prepared to ensure fidelity to the practice model after full implementation.



PROJECT INFORMATION

Project Name:	West Virginia: Department of Human Services
Project Location:	West Virginia State Wide
Project Background:	West Virginia: Department of Human Services, Bureau for Children and Families is seeking technical assistance and support services to ensure fidelity to the SAFE Practice Model state-wide. Implementation will include Intake, Initial Assessment, Protective Capacity Family Assessment, and Protective Capacity Progress Assessment.
Contract Initiation Date (tentative):	1-Jul-25
Primary Client Contact:	Kendra Boley-Rogers, MSW/LSW
Title:	Senior Program Manager
Contact E-mail:	kendra.f.bole-y-rogers@wv.gov
Billing /Travel Cost Estimates:	Action for Child Protection charges a billable rate of \$247.50 / hour. All activities, except for Training Delivery activities, are billed according to the time worked and based on this hourly rate. Travel costs will be billed based on actual expenses, and are estimated here to ensure project expenses/cost are appropriately calculated.

PROJECT BUDGET SUMMARY

YEAR 1

MAJOR ACTIVITY AREAS	PROJECTED HOURS	COST
Project Management/Infrastructure	1,125	\$278,437.50
Practice and Policy Supports	650	\$160,875.00
Technology Integrations	425	\$105,187.50
Training Program Review and Redevelopment	375	\$92,812.50
Staff Professional Development and Expertise Building	1,350	\$334,125.00
Travel	-	\$178,562.50
TOTAL	3,925	\$1,150,000.00

YEAR 2

MAJOR ACTIVITY AREAS	PROJECTED HOURS/DAYS	COST
Project Management/Infrastructure	280	\$69,300.00

Practice and Policy Supports	175	\$43,312.50
Technology Integrations	175	\$43,312.50
Training Delivery (in participant days)	2,400	\$1,080,000.00
Staff Professional Development and Expertise Building	750	\$185,625.00
Continuous Quality Improvement	375	\$92,812.50
Travel	-	\$235,637.50
TOTAL	4,155	\$1,750,000.00
YEAR 3		
MAJOR ACTIVITY AREAS	PROJECTED HOURS/DAYS	COST
Project Management/Infrastructure	195	\$48,262.50
Practice and Policy Supports	85	\$21,037.50
Technology Integrations	85	\$21,037.50
Training Delivery (in participant days)	250	\$112,500.00
Staff Professional Development and Expertise Building	350	\$86,625.00
Continuous Quality Improvement	900	\$222,750.00
Travel	-	\$87,787.50
TOTAL	1,865	\$600,000.00
		TOTAL COST
GRAND TOTAL		\$3,500,000.00

	Year 1: Project Infrastructure and Initiation					
Scope of Work:						
General Description of Activities and Efforts:	The activities outlined below represent the core work to be completed during the first year of the SAFE Practice Model implementation. Beginning July 1, 2025, the focus will be on developing a comprehensive implementation plan and establishing key working groups to lead and guide ongoing efforts. This foundational phase will include a full review and alignment of current practice and policy frameworks to ensure fidelity to the SAFE Practice Model. Concurrently, initial training, coaching, and support activities will be launched to begin building the internal staff capacity necessary to drive and sustain meaningful practice change.					
Project Management/Infrastructure						
CONTRACTED DELIVERABLES	<ul style="list-style-type: none">• Project Plan (electronic file)• Project Steering and Judicial Leadership Team Committee Charter(s) (electronic file)• Implementation Team Material(s) (electronic file(s))• Partner Inventory (electronic file)• Model Overview Presentation Materials (electronic file(s))					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Develop and maintain comprehensive implementation plan (project plan).	Develop and finalize a multi-year comprehensive project plan that includes a schedule of activities, responsible parties, and due dates for all project deliverables and represents the implementation of the SAFE Practice Model state-wide. Maintain project plan throughout life of implementation.	Jul-25	Sep-25	200	\$49,500.00	Development of comprehensive project plan will occur in the first quarter of the fiscal year. Maintenance of the project plan, including adjustment to implementation activities as needed, will occur monthly throughout the duration of the project.
Develop working charter for project steering committee. Support steering committee activities.	Partner to identify project management team and to identify key decision makers and decision making processes for project implementation. Develop a team charter which outlines roles and responsibilities for team members and includes process flow and timelines for project related decision making. Support on-going steering committee activities.	Jul-25	Sep-25	150	\$37,125.00	Project steering committee will be established in the first quarter of the fiscal year. Membership is likely to include administrators and those with authority over critical or key implementation decisions. May also include critical systems partners and stakeholders. Costs include participation in on-going steering committee activities throughout the year.
Develop working charter for Judicial Leadership Team. Support team activities.	Partner to establish judicial Leadership Team members and to develop a team charter which outlines roles and responsibilities for team members and how decision making flows to and from the project steering committee. Support on-going committee activities.	Oct-25	Dec-25	150	\$37,125.00	Preliminary discussion regarding members for Judicial Leadership Team will occur in the first quarter. It is anticipated that the team will be formed, including the development of the team charter, by the second quarter of the fiscal year.
Convene implementation teams and implement working charter.	Convene and support Intake, Initial Family Assessment, and On-going Services Implementation teams. Facilitate regular meetings with each team to review project plans, provide status updates, and identify and escalate issues for timely decision-making.	Jul-25	Sep-25	250	\$61,875.00	Anticipated implementation teams include Intake, Initial Family Assessment, and On-Going Services. Implementation teams will be established in the first quarter of the fiscal year. Note, costs include on-going support and participation in team activities throughout the year.
Create an inventory of community groups, stakeholders, and service delivery partners.	Partner to create a master list of community groups, stakeholders, and service delivery partners.	Jul-25	Dec-25	100	\$24,750.00	Inventory will also identify how the SAFE model will impact the partners, and mitigation strategies will be added to the sustainability plans.
Aid in coordinating and convening meetings with stakeholders.	Provide support in convening and educating key stakeholders to facilitate buy-in and support of the SAFE Practice Model implementation.	Oct-25	Mar-26	125	\$30,937.50	Meetings can be held virtually or face-to-face.
Develop and deliver SAFE Practice Model overview education session materials.	At project onset, develop model overview and education sessions for key stakeholders and to increase awareness about overall implementation and the practice model. These materials will be developed for in-person and electronic delivery.	Jul-25	Jun-26	150	\$37,125.00	Overview sessions are designed to provide general model information and to provide an overview of the project implementation plan. Action staff can lead or guide these sessions.
TOTALS				1,125	\$278,437.50	
Practice and Policy Supports						
CONTRACTED DELIVERABLES	<ul style="list-style-type: none">• Document(s) related to policy/practice change recommendations (electronic file(s))					

Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Conduct a comprehensive review of all existing child welfare policies and procedures.	Conduct a review of current policies and procedures to develop an understanding of current practices. This will inform the analysis of current practices that may be impacted by the SAFE Practice Model implementation and support remaining project activities. This will include a review of the integration of outside providers in the overall case management lifecycle.	Jul-25	Mar-26	650	\$160,875.00	Comprehensive review of current policies and procedures will begin at the onset of the project. It is anticipated that review of current practices and analysis of implications for SAFE model implementation will occur through the second quarter of fiscal year. Action will collaborate with WV DHS on considering revisions to policy and procedures to align with SAFE model intervention manual in second and third quarter of fiscal year.
TOTALS				650	\$160,875.00	
Technology Integrations						
CONTRACTED DELIVERABLES	<ul style="list-style-type: none"> SAFE-related CCWIS/SACWIS documentation and files (electronic files(s)) 					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Facilitate child welfare system integrations for each phase of the model implementation (Intake Assessment, Initial Family Assessment, and On-going Services).	Partner to ensure child welfare related IT systems incorporate SAFE Practice Model implementation changes and partner to develop system processes that align with SAFE (tools, forms, process and/or field customization).	Jul-25	Jun-26	425	\$105,187.50	
TOTALS				425	\$105,187.50	
Training Program Review and Redevelopment						
CONTRACTED DELIVERABLES	<ul style="list-style-type: none"> Training Model Report (electronic files(s)) 					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Review existing training programs and related materials.	Review existing training programs and evaluate potential options for program improvement to support fidelity to the SAFE Practice Model.	Jul-25	Dec-25	375	\$92,812.50	
TOTALS				375	\$92,812.50	
Staff Professional Development and Expertise Building						
CONTRACTED DELIVERABLES	<ul style="list-style-type: none"> Training Presentations and Participant Materials (electronic files(s)) Training and Coaching Schedules (electronic files(s)) 					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Train, coach, and support staff in becoming SAFE Practice Model experts.	Partner to build designated staff capacity on the SAFE Practice Model. This will include a combination of coaching training and activities for agency leadership and supervisors as well as focused efforts with staff designated as safety practice experts. This will also include the development of an implementation plan for workforce competency assessments on the SAFE Practice Model.	Oct-25	Jun-26	1,350	\$334,125.00	Activities to develop internal staff capacity and expertise in the SAFE model will begin in the second quarter of the fiscal year. Concerted efforts to develop competency of designated safety practice experts will occur through the first year of the project.
TOTALS				1,350	\$334,125.00	

	Year 2: Project Infrastructure and Initiation					
Scope of Work:						
General Description of Activities and Efforts:	In Year 2, the project transitions into full-scale implementation of the SAFE Practice Model. Key efforts will center on delivering comprehensive staff training, including direct instruction and a train-the-trainer model to ensure internal sustainability. Building upon the foundational work of Year 1, this phase will also focus on refining and institutionalizing practice and policy changes, continuing integration with child welfare technology systems, and expanding coaching and professional development supports. Workforce competency assessments and fidelity tools will be introduced to monitor the quality and consistency of practice across the agency. These coordinated efforts aim to embed the SAFE model into daily operations and practice at all levels of the system.					
Project Management/Infrastructure						
CONTRACTED DELIVERABLES	<ul style="list-style-type: none">• Updated Project Plan (electronic file)• Project Steering Committee Material(s) (electronic file)• Implementation Team Material(s) (electronic file(s))• Model Overview Presentation Materials (electronic file(s))• Sustainability Plan (electronic file(s))					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Maintain a comprehensive implementation plan and develop an on-going sustainability plan.	Maintain a comprehensive implementation plan and support leadership and other internal and external stakeholder groups in decision making. Partner to develop an on-going sustainability plan.	Jul-26	Jun-27	80	\$19,800.00	
Support on-going steering committee activities.	Support ongoing Steering Committee functions, including facilitation of regular meetings, documentation of key decisions, and coordination of stakeholder engagement to guide implementation progress and resolve emerging issues.	Jul-26	Jun-27	50	\$12,375.00	
Support on-going Judicial Leadership Team activities.	Support ongoing Judicial Leadership Team functions, including facilitation of regular meetings, documentation of key decisions, and coordination of stakeholder engagement to guide implementation progress and resolve emerging issues.	Jul-26	Jun-27	25	\$6,187.50	
Support implementation teams.	Support the Intake, Initial Family Assessment, and Ongoing Services Implementation Teams. Facilitate regular meetings with each team to review project plans, provide status updates, and identify and escalate issues for timely decision-making.	Jul-26	Jun-27	75	\$18,562.50	
Aid in coordinating and convening meetings with stakeholders.	Provide support in convening and educating key stakeholders to facilitate buy-in and support of the SAFE Practice Model Implementation.	Jul-26	Jun-27	25	\$6,187.50	
Deliver SAFE Practice Model overview education session materials.	Deliver and/or support the delivery of overview and education sessions for key stakeholders and to increase awareness about overall implementation and the practice model.	Jul-26	Jun-27	25	\$6,187.50	
TOTALS				280	\$69,300.00	
Practice and Policy Supports						
CONTRACTED DELIVERABLES	<ul style="list-style-type: none">• Document(s) related to policy/practice change recommendations (electronic file(s))					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Review and revise existing child welfare policies and procedures.	Support the ongoing review of statutory requirements, policies, procedures, and other related practice documentation. Revise and finalize practice and policy materials to ensure continued alignment with the SAFE Practice Model standards and to support consistent application across all phases of child welfare intervention.	Jul-26	Jun-27	175	\$43,312.50	
TOTALS				175	\$43,312.50	

Technology Integrations						
CONTRACTED DELIVERABLES		<ul style="list-style-type: none"> SAFE-related CCWIS/SACWIS documentation and files (electronic files(s)) 				
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Facilitate child welfare system integrations for each phase of the model implementation (Intake Assessment, Initial Family Assessment, and On-going Services).	Partner to ensure child welfare related IT systems incorporate SAFE Practice Model implementation changes and partner to develop system processes that align with SAFE (tools, forms, process and/or field customization).	Jul-26	Jun-27	175	\$43,312.50	
TOTALS				175	\$43,312.50	
Training Delivery						
CONTRACTED DELIVERABLES		<ul style="list-style-type: none"> Training Presentations and Participant Materials (electronic files(s)) Training Schedules (electronic files(s)) 				
Activity	Description	Start Date	End Date	Total Number Participant Training Days	COST (travel not incl.)	Assumptions/Notes
Deliver SAFE Practice Model training to front-life staff.	Partner to deliver training to all staff on the SAFE Practice Model. Will incorporate a train the trainer approach to delivery of training materials and the estimate includes Action for Child Protection delivering majority of the training during initial rollout to staff.	Jul-26	Jun-27	2,400	\$1,080,000.00	Expenses for formal trainings delivered are billed at \$450/per person per day plus travel expenses. Train the trainer and other transition and sustainability training activities are billed at the standard hourly rates and included under Staff Professional Development and Expertise Building. Costs for training here are estimates based on known variables .
TOTALS				2,400	\$1,080,000.00	
Staff Professional Development and Expertise Building						
CONTRACTED DELIVERABLES		<ul style="list-style-type: none"> Training Presentations and Participant Materials (electronic files(s)) Training and Coaching Schedules (electronic files(s)) Workforce Competency Assessment Process Documents (electronic files(s)) Workforce Competency Assessment Tools Documents (electronic files(s)) 				
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Train, coach, and support staff in becoming SAFE Practice Model experts.	Continue to build designated staff capacity on the SAFE Practice Model. This will include a combination of coaching training and activities for agency leadership and supervisors as well as focused efforts with staff designated as safety practice experts. This will include train the trainer activities for designated training staff. This will also include the full implementation of workforce competency assessments on the SAFE Practice Model.	Jul-26	Jun-27	750	\$185,625.00	
TOTALS				750	\$185,625.00	
Continuous Quality Improvement						
CONTRACTED DELIVERABLES		<ul style="list-style-type: none"> Fidelity Review Process Documents (electronic files(s)) Fidelity Review Tools (electronic files(s)) 				
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Develop fidelity review tools and processes.	Develop fidelity criteria and related tools for SAFE Practice Model case reviews for each phase of the model implementation (Intake Assessment, Initial Family Assessment, and On-going Services).	Jul-26	Jun-27	375	\$92,812.50	
TOTALS				375	\$92,812.50	

	Year 3: Project Sustainability and Closeout					
Scope of Work:						
General Description of Activities and Efforts:	In Year 3, the project shifts toward sustaining and evaluating the SAFE Practice Model. With foundational structures and full-scale implementation in place, efforts will focus on monitoring practice fidelity, reinforcing internal capacity, and ensuring long-term sustainability. Support will be provided to internal trainers, supervisors, and implementation teams to maintain consistent application of the model. Continued use of workforce competency assessments and fidelity review tools will help evaluate the impact of implementation and identify areas for refinement. A comprehensive post-implementation fidelity assessment will be conducted to measure adherence to the model and inform final recommendations for sustained integration across all levels of the child welfare system.					
Project Management/Infrastructure						
CONTRACTED DELIVERABLES	<ul style="list-style-type: none">• Updated Project Plan (electronic file)• Project Steering Committee Material(s) (electronic file)• Implementation Team Material(s) (electronic file(s))• Model Overview Presentation Materials (electronic file(s))• Updated Sustainability Plan (electronic file(s))					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Maintain a comprehensive implementation plan and sustainability plan.	Maintain a comprehensive implementation plan and support leadership and other internal and external stakeholder groups in decision making. Maintain / finalize sustainability plan.	Jul-27	Jun-28	20	\$4,950.00	
Support on-going steering committee activities.	Support ongoing Steering Committee functions, including facilitation of regular meetings, documentation of key decisions, and coordination of stakeholder engagement to guide implementation progress and resolve emerging issues.	Jul-27	Jun-28	25	\$6,187.50	
Support on-going Judicial Leadership Team activities.	Support ongoing Judicial Leadership Team functions, including facilitation of regular meetings, documentation of key decisions, and coordination of stakeholder engagement to guide implementation progress and resolve emerging issues.	Jul-27	Jun-28	25	\$6,187.50	
Support implementation teams.	Support the Intake, Initial Family Assessment, and Ongoing Services Implementation Teams. Facilitate regular meetings with each team to review project plans, provide status updates, and identify and escalate issues for timely decision-making.	Jul-27	Jun-28	75	\$18,562.50	
Aid in coordinating and convening meetings with stakeholders.	Provide support in convening and educating key stakeholders to facilitate buy-in and support of the SAFE Practice Model implementation.	Jul-27	Jun-28	25	\$6,187.50	
Deliver SAFE Practice Model overview education session materials.	Deliver and/or support the delivery of overview and education sessions for key stakeholders and to increase awareness about overall implementation and the practice model.	Jul-27	Jun-28	25	\$6,187.50	
TOTALS				195	\$48,262.50	
Practice and Policy Supports						
CONTRACTED DELIVERABLES	• Document(s) related to policy/practice change recommendations (electronic file(s))					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)	Assumptions/Notes
Review and revise existing child welfare policies and procedures.	Support the ongoing review of statutory requirements, policies, procedures, and other related practice documentation. Revise and finalize practice and policy materials to ensure continued alignment with the SAFE Practice Model standards and to support consistent application across all phases of child welfare intervention.	Jul-27	Jun-28	85	\$21,037.50	

				TOTALS	85	\$21,037.50	
Technology Integrations							
CONTRACTED DELIVERABLES		<ul style="list-style-type: none"> SAFE-related CCWIS/SACWIS documentation and files (electronic files(s)) 					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)		Assumptions/Notes
Facilitate child welfare system integrations for each phase of the model implementation (Intake Assessment, Initial Family Assessment, and On-going Services).	Partner to ensure child welfare related IT systems incorporate SAFE Practice Model implementation changes and partner to develop system processes that align with SAFE (tools, forms, process and/or field customization).	Jul-27	Jun-28	85	\$21,037.50		
				TOTALS	85	\$21,037.50	
Training Delivery							
CONTRACTED DELIVERABLES		<ul style="list-style-type: none"> Training Presentations and Participant Materials (electronic files(s)) Training Schedules (electronic files(s)) 					
Activity	Description	Start Date	End Date	Total Number Participant Training Days	COST (travel not incl.)		Assumptions/Notes
Deliver SAFE Practice Model training to front-line staff.	Deliver SAFE Practice Model training, providing support and coaching to agency staff in delivery.	Jul-27	Jun-28	250	\$112,500.00		Expenses for formal trainings delivered are billed at \$450/per person per day plus travel expenses. Train the trainer and other transition and sustainability training activities are billed at the standard hourly rates and included under Staff Professional Development and Expertise Building. Costs for training here are estimates based on known variables .
				TOTALS	250	\$112,500.00	
Staff Professional Development and Expertise Building							
CONTRACTED DELIVERABLES		<ul style="list-style-type: none"> Training Presentations and Participant Materials (electronic files(s)) Training and Coaching Schedules (electronic files(s)) Workforce Competency Assessment Process Documents (electronic files(s)) Workforce Competency Assessment Tools Documents (electronic files(s)) 					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)		Assumptions/Notes
Train, coach, and support staff in becoming SAFE Practice Model experts.	Continue to build designated staff capacity on the SAFE Practice Model. This will include a combination of coaching training and activities for agency leadership and supervisors as well as focused efforts with staff designated as safety practice experts. This will include train the trainer activities for designated training staff.This will also include the full implementation of workforce competency assessments on the SAFE Practice Model.	Jul-27	Jun-28	350	\$86,625.00		
				TOTALS	350	\$86,625.00	
Continuous Quality Improvement							
CONTRACTED DELIVERABLES		<ul style="list-style-type: none"> Fidelity Review Process Documents (electronic files(s)) Fidelity Review Tools (electronic files(s)) 					
Activity	Description	Start Date	End Date	Total Projected Hours	COST (travel not incl.)		Assumptions/Notes
Conduct fidelity reviews and processes.	Partner to assess SAFE Practice Model intervention fidelity and provide a summary of findings for 6-12 months post implementation. Intervention fidelity assessments will support full model implementation and the achievement of practice outcomes.	Jul-27	Jun-28	900	\$222,750.00		
				TOTALS	900	\$222,750.00	

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR
SURPLUS AREA FIRMS:**
(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)


Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

Vendor Name:

By: 

By: 

Printed Name: Tony Walizer

Printed Name: Lisa S. Ruiz-Lee

Title: BSS Purchasing Director

Title: Chief Administration Officer

Date: 05/15/2025

Date: May 12, 2025

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☐ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page