



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

List View

### General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 445132

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0307

Vendor ID:  

SO Doc ID: DEV1800000004

Legal Name: COLLECTIVE IMPACT LLC

Published Date: 6/1/18

Alias/DBA: BRUCE E DECKER

Close Date: 6/14/18

Total Bid: \$29,750.00

Close Time: 13:30

Response Date:  

Status: Closed

Apply Default Values to Commodity Lines

View Procurement Folder



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 445132

**Solicitation Description :** Secure an Independent Assessment of the WV NIP

**Proc Type :** Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-06-14 13:30:00	SR 0307 ESR06121800000005866	1

<b>VENDOR</b>
000000105947 COLLECTIVE IMPACT LLC BRUCE E DECKER

**Solicitation Number:** CRFQ 0307 DEV1800000004

**Total Bid :** \$29,750.00      **Response Date:** 2018-06-12      **Response Time:** 18:45:05

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
--------------------------	---------------	-------------

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Project impact assessment				\$29,750.00

Comm Code	Manufacturer	Specification	Model #
80101607			

<b>Extended Description :</b>	Project impact assessment
-------------------------------	---------------------------



June 12, 2018

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25304-0130  
Attn: Melissa Pettrey, Senior Buyer  
E-mail: [melissa.k.pettrey@wv.gov](mailto:melissa.k.pettrey@wv.gov)  
Phone: 304.588.0094

Ms. Pettrey:

Please accept the attached bid information for **CRFQ 0307 DEV1800000004 – Independent Assessment of the WV NIP.**

In our response you will find the following:

- Summary Abstract
- Vendor Qualifications
- Vendor References
- Vendor Bios and Resumes
- Final CRFQ 0307 DEV 1800000004 1
- CRFQ DEV18-4 (including Exhibit A - Pricing Page, Exhibit B - SB 293 Text, State of WV Vendor Preference Certificate, and State of WV Purchasing Division - Purchasing Affidavit)

We appreciate the opportunity to submit these materials for review. Should you have any questions, please contact me by phone at 724.513.6019 or email at [bruce@collectiveimpact.com](mailto:bruce@collectiveimpact.com).

Best regards,

A handwritten signature in black ink, appearing to read "Bruce E. Decker".

Bruce E. Decker, Founder/Owner  
Collective Impact, LLC

## Summary Abstract

The West Virginia Purchasing Division (WVPD) is soliciting bids on behalf of the West Virginia Development Office (WVDO) to establish a contract for the purchase of an independent assessment of the Neighborhood Investment Program (NIP) for fiscal years 2015, 2016, and 2017. The NIP is administered by the WVDO and is West Virginia's only incentive for charitable giving, providing a tax credit valued at up to fifty percent (50%) of the amount donated by businesses or individuals to a NIP approved project. Legislation calls for an independent review of the program every three years. The current independent review must be submitted to the Joint Committee on Government and Finance on or before December 15, 2018.

Collective Impact, LLC is proposing a comprehensive scope of services provided by an experienced consulting team to provide independent assessment services for the WVDO. The Collective Impact consulting team meets or exceeds all required qualifications and will address all mandatory requirements identified in **CRFQ 0307 DEV1800000004 – Independent Assessment of WV NIP**. The consulting team will employ targeted primary and secondary research activities to assess the NIP.

## Vendor Qualifications

Since 2011, Collective Impact, LLC has provided capacity building services for a broad range of nonprofit organizations and government agencies from a variety of disciplines throughout West Virginia, as well as in numerous other states. We have a thorough understanding of the NIP legislation as outlined in WV Code Chapter 11 Article 13J due to the fact that the focus of our consulting services are specifically targeted to the nonprofit and government sectors. Collective Impact has extensive experience in providing assessment, planning, evaluation, and other related capacity building services and is an effectively-staffed consulting business capable of performing the required NIP assessment in a timely and quality manner.

Bruce E. Decker is the founder and owner of Collective Impact and has been providing capacity building consulting services for organizations and communities for over twenty (20) years. Recognizing the need for organizations and communities to have access to comprehensive capacity building services provided by consultants with diverse expertise, he established Collective Impact, LLC.

Collective Impact has extensive knowledge and experience working with non-profit organizations, government agencies, colleges and universities, municipalities, counties, states, faith-based entities, ministries, entrepreneurs, foundations, systems, networks, associations, coalitions, collaborative groups, and cross-sector/multi-disciplinary teams. We serve clients tackling issues in numerous fields, including community economic development, affordable housing and home preservation/repair, early childhood learning and development, family support, human services, youth development, community/population health, education, seniors/older adults, city planning and revitalization, child welfare, mental/behavioral health, addiction/substance abuse, intellectual and developmental disabilities, problem gambling, law enforcement /criminal justice, transportation, arts and culture, tourism and recreation, food security, and others. Collective Impact has extensive experience serving clients in numerous rural, urban, and distressed communities in

California, D.C., Florida, Georgia, Illinois, Kentucky, Michigan, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, and West Virginia. We are always seeking to expand our services into new areas, take on new challenges, and build new and enduring relationships.

Collective Impact understands the unique strengths, challenges, and opportunities faced by our clients and offers a variety of innovative consulting, media, and technology services to build capacity with organizations and communities to help them achieve their mission, realize their vision, and thrive! These include the following:

- Planning, Development, and Change Management
- Assessment, Research, and Evaluation
- Financial Resource Development
- Branding, Marketing, and Communication
- Training and Facilitation
- Venue Web & IT

Collective Impact has a unique understanding of the systems within which people and their organizations operate and have worked with numerous large and small organizations and communities to facilitate their strategic planning efforts, to obtain input from diverse groups of stakeholders, and to assess and analyze their internal and external environments. This understanding allows us to develop processes that help interested groups identify realistic solutions to make great impact within their organizations and communities. We use multiple methods of data collection and assessment for projects, including secondary data review and primary data collection through surveys, key informant interviews, and stakeholder discussions/focus groups. This approach allows for identification of common themes and differences in stakeholders' views, needs, opportunities, capacity levels, etc. We guide clients through developing change management processes that are responsive to these themes and differences.

Collective Impact uses participatory processes of strategic change management, assessment, and evaluation. Recognizing that those within the organization or community matter most in the capacity building equation and their commitment and leadership is integral to success, clients are engaged as partners in the process and stakeholders take an active role. Collective Impact works with stakeholders through teams or committees that empower participants with important roles and responsibilities.

Our Collective Impact team understands the complex and systemic issues encountered by the organizations and communities we serve and will bring this understanding and expertise to the WVDO NIP assessment project. To learn more about Collective Impact, please visit our website at [www.collectiveimpact.com](http://www.collectiveimpact.com)

## Vendor References

The following are past assessment projects and references for each:

### **Flex-E Grant Program Assessment**

James Bush - Community Development Specialist, Appalachian Regional Commission (ARC) Program Manager, West Virginia Development Office - 304.558.2234 - [James.E.Bush@wv.gov](mailto:James.E.Bush@wv.gov)

The West Virginia Development Office, Community Development Division contracted with Collective Impact to conduct an assessment of the Flex-E-Grant (FEG) program to learn more about what works to support community innovation and to identify the degree to which the FEG program is effective in supporting rural community development. In addition, a model for local development in rural small-town communities was developed which can be used in future years to lead to sustainable and ongoing community capacity building and positive changes in local conditions. The 9-month project included planning meetings, review and analysis of over 180 FEG project proposals and final reports, literature review, grantee survey, key informant interviews, grantee site-visits, stakeholder input meeting, and the development of a final assessment report and proposed new model for the FEG program.

### **West Virginia Affordable Housing System Assessment and Strategic Planning**

Marlena Mullins - Former Executive Director, West Virginia Affordable Housing Trust Fund, Inc. - 304.542.8089 - [mrmullins@mail.kana.k12.wv.us](mailto:mrmullins@mail.kana.k12.wv.us)

Collective Impact worked with the West Virginia Affordable Housing Trust Fund (WVAHTF) to conduct an analysis of the affordable housing system in West Virginia in order to identify internal and external challenges/barriers related to accessing necessary funding for affordable housing development projects in the state. An Advisory Board was convened and primary and secondary research was conducted to inform the creation of a state-wide action plan that includes specific strategies to address capacity within local housing agencies/organizations and to work toward systemic changes in the affordable housing system at the state and federal levels. Services included planning, coordination, facilitation, stakeholder engagement and input through a survey, community discussions and key informant interviews, secondary data research and analysis and the development of an assessment report and statewide strategic plan.

### **Create Huntington Impact Study and Strategic Planning Project**

Charles Gilkerson - President, Create Huntington, Inc., 304.696.4438, Ext. 1079 - [gilkersonc@cityofhuntington.com](mailto:gilkersonc@cityofhuntington.com)

Collective Impact facilitated an impact study and strategic planning project with Create Huntington, Inc. The project components included a number of assessment and community engagement processes to evaluate progress in the city since the inception of the organization in 2008. Project components included a community survey, community discussions, *Street Speaks* interviews, community engagement event, interviews with 30 key informants, capacity assessment, and development of the final impact study and strategic planning report documents.



## Vendor Bios and Resumes

Collective Impact proposes an experienced consulting team to work with WVDO NIP through its assessment efforts. Please find the following bios and resumes for Bruce E. Decker and Steven B. Heasley.

**Bruce E. Decker** is founder and owner of Collective Impact, LLC. Since 2001, Collective Impact has provided capacity building services to help organizations and communities achieve their mission, realize their vision, and thrive! For the NIP assessment project, Bruce will serve as the project manager and lead consultant.

Bruce is a skilled leader, planner, consultant, trainer, facilitator, and entrepreneur who has been recognized for his work in organization and community development, family support, stakeholder engagement, system improvement, service integration, change management, collaborative development, and capacity building ... all with a focus on "thrivability." He has worked with a broad range of clients in the nonprofit and government sectors from a variety of disciplines in numerous states. Bruce has experience implementing various home-grown, cutting-edge, and evidence-based planning, assessment, change management, evaluation, and transformation models with organizations and communities. He has specific practice in community-level work, collaboration, the "collective impact" approach, and working in the intersections of various and diverse systems, disciplines, and industries. Bruce also has extensive experience building and restructuring family, community, health, and human service delivery systems through improved communication, increased coordination, and integration of resources.

Bruce served as Board President with Create Huntington, Inc., a grassroots organization that empowers residents to make positive change in their community. He was a catalyst for organizing and participating with the City of Huntington, West Virginia in the Community Progress Leadership Institute (CPLI) at Harvard University. CPLI is a prestigious seminar that equips community leaders with the skills they need to make positive changes in their approach to address vacant, abandoned, and problem properties, tackle blight, and spark revitalization. Bruce was also recently trained in Dr. Jan and Dr. Cornelia Flora's Community Capitals/Wealth framework which helps communities more holistically, systemically, and strategically focus their development and revitalization efforts.

Bruce was a founding board member of the West Virginia Community Development Hub, a non-profit organization focused on supporting communities in their development efforts. He received extensive training through West Virginia Sustainable Communities Training Program (SCTP). The program focused on strengthening local leadership and building community capacity for sustainable community economic development and was rooted in Dr. Vaughn Grisham's Tupelo Model of Community Economic Development.

Early in his career, Bruce was instrumental in the development and growth of a West Virginia community-based behavioral health/child welfare organization, Action Youth Care, Inc. (now called KVC), where he was responsible for over 150 employees and a budget of nearly 5 million. Bruce also worked as a direct service provider with individuals with autism, mental retardation, developmental disabilities, and mental illness in community-based settings, as well as

adjudicated youth with severe behavior and emotional disorders in a secure residential treatment facility.

Bruce served as a Family Service System Reform Consultant with Center for Schools and Communities, a Pennsylvania intermediary think-tank and technical assistance organization, providing leadership and management training, technical assistance, community and organizational development, consultation, and strategic planning for various Pennsylvania statewide collaborative system improvement and child and family well-being initiatives. While employed with the Center, Bruce received specialized training in Steven Coveys' 7 Habits of Highly Effective People with a focus on applying timeless principles that yield greater productivity, improved communication, strengthened relationships, increased influence, and laser-like focus on critical priorities. Bruce was also trained in the Communities That Care (CTC) system process which is a community empowerment strategy that emphasizes assessment and planning as the basis for program development and implementation and the Results Oriented Management and Accountability (ROMA) approach which is a sound management practice that incorporates the use of outcomes or results in the administration, management, and operation of programs and services.

Bruce received his Master of Arts in Communication Studies with an emphasis in Organizational Communication and Leadership Studies from Marshall University. He received his Bachelor of Arts in Education from Marshall as well with a dual concentration in Marketing Education and Social Studies and a specialized certification in Diversified Cooperative Training with a focus on Entrepreneurship. Bruce is proficient at building relationships among diverse groups of people with the natural ability to inspire understanding, confidence, trust, and action. He has a tremendous passion for his work and finds great joy in learning, building enduring relationships, and helping others succeed.

### **Bruce E. Decker - Resume**

16 Owls Lair Drive, Huntington, West Virginia, 25701  
724.728.3368  
bruce@collectiveimpact.com

### **PROFESSIONAL PROFILE**

- Proven non-profit and for-profit leadership and administration knowledge and skills.
- Experienced in financial resource development and management, strategic planning, training, assessment, and evaluation.
- Demonstrated communication, marketing, public relations, and promotion skills.
- Effective in organizational & community capacity building, system analysis and improvement, service coordination and integration, and cross-system networking and collaboration.
- Self-motivated, dedicated, determined, and creative risk taker with strong work ethic.
- Able to work independently or in a team environment
- Proficient at building networks and relationships among diverse groups of people with natural ability to inspire confidence, trust, and respect.

## **PROFESSIONAL CAPACITY**

### **Leadership and Administration**

- Founder and owner of Collective Impact, LLC - a capacity-building consulting firm.
- Served as Board member and President with Create Huntington, Inc. with mission to empower citizens to improve community livability.
- Served as Board member with West Virginia Community Development Hub, Inc. with mission to strengthen community development and sustainable leadership.
- Guide development of organizations and collaborative networks with missions to strengthen communities and improve the quality of life for children, youth, and families.
- Managed the start-up and on-going development of non-profit, multi-site, community-based child welfare and behavioral/mental health services for children, youth, and families.
- Initiated services as a staff of 4 in one county – managed a staff of over 150 in five counties after one year of development.
- In-depth knowledge and expertise in managing organizational change, mediating conflict, utilization of resources, facilitation, and team building.
- Effective in employee motivation, participatory management, and consensus decision making.
- Experienced in recruitment, staffing, training, and development of employees.

### **Program/Service Development, Implementation, and Oversight**

- Experienced in implementing blueprint and evidence-based service delivery models.
- Administered in-home family support/preservation, youth transitional/independent living, counseling and therapy, home study, and therapeutic foster care programs and services.
- Demonstrated proficiency in family support/self-sufficiency principles and practices.
- Implemented behavior management, basic living skills, and crisis intervention services for residents with diagnoses of autism, mental retardation, and chronic mental illness in a group home environment and for adjudicated youth diagnosed with severe behavioral and emotional disorders in a lock-up residential setting.
- Integrated adults formerly placed in state institutions into community-based settings.

### **Financial Resource Development and Management**

- Experienced in financial resource development, oversight, and integrity.
- Provide consultation in grant seeking and fund development strategies for organizations and collaborative networks.
- Guide clients through all phases of the grant seeking process, including program planning, funding research, and grant writing.
- Developed requests for proposals for state initiatives and evaluated submitted proposals.
- Planned, executed, and managed team and district budgets – nearly \$5 million annually.

### **Teaching, Training, and Technical Assistance**

- Demonstrated proficiency in organization and community capacity building, collaborative leadership, service integration, and system improvement.

- Provide capacity building consulting/coaching and technology services for non-profit organizations, government agencies, entrepreneurs, multi-disciplinary groups, and collaborative networks.
- Conduct training and provide technical assistance for diverse audiences. Topics include leadership and management, motivation, communication, marketing, strategic planning, board development, collaboration, outcomes evaluation, etc.
- Guide community groups and organizations through all phases of strategic planning, including assessment, asset mapping, visioning, planning, etc.
- Implement parent advocacy and leadership knowledge and skill development opportunities.
- Coordinated cooperative jobs program and supervised on-the-job training activities.

### **Communication, Marketing, and Public Relations**

- Demonstrated skills in public speaking, team building, consensus decision-making and interpersonal, organization, and interdisciplinary communication.
- Engage in relationship building and networking with local, regional, and state partners.
- Develop and implement communication, marketing, branding, promotion, public relations, and community education and outreach strategies.
- Design and develop Venue Internet-based capacity-building tools and services for organizations and communities.
- Computer competency in Microsoft Office, web-based tools, and Internet research.

### **Assessment, Outcome Evaluation, and Quality Assurance**

- Expertise in results-oriented outcomes evaluation, system analysis, assessment and evaluation, and continuous organizational learning.
- Educate organizations and communities in outcome-based planning and evaluation processes using performance measures and indicators for tracking progress.
- Conduct focus groups, forums, and community needs and resource assessments.
- Collect and analyze primary data through survey and interview research and secondary data review, including relevant literature, socioeconomic data, health statistics, human service information, and program records.
- Interpreted and integrated policies and regulations of funding sources, accrediting bodies, and governmental entities to maintain program compliance.
- Developed and implemented service delivery quality assurance, customer satisfaction, and employee evaluation procedures and resources.

### **PROFESSIONAL EXPERIENCE**

- **Founder – Owner**, Collective Impact, LLC, Huntington West Virginia/Pittsburgh, Pennsylvania, *January 2001 - present*.
- **Family Service System Reform Technical Assistant Consultant**, Center for Schools and Communities, Harrisburg, Pennsylvania, *January 1998 – September 2001*.
- **Vice-President & District Administrator**, Action Youth Care, Inc., Huntington, West Virginia, *July 1992 - June 1997*.

- **Direct Care Staff**, Autism Services Center, Huntington, West Virginia, *July 1990 – July 1992*.
- **Graduate Teaching Assistant**, Marshall University, Communication Studies Department, Huntington, West Virginia, *August 1990 - May 1992*.
- **Marketing Education Teacher & Cooperative Jobs Coordinator**, Martinsburg High School, Martinsburg, West Virginia, *July 1989 – July 1990*.
- **Direct Care Staff**, Barboursville School - Pretera Mental Health Center, Huntington, West Virginia, *August 1987 - July 1989*.

### **ACADEMIC BACKGROUND**

- **Master of Arts**, Communication Studies – Emphasis in Organizational and Intercultural Communication and Leadership Studies, Marshall University, Huntington, West Virginia, *May 1992*.
- **Bachelor of Arts**, Education - Dual specializations in Marketing Education and Social Studies, minor in geography with a certification in Diversified Cooperative Training, Marshall University, Huntington, West Virginia, *May 1989*.

### **LICENSES, CERTIFICATES, & PROFESSIONAL AFFILIATIONS**

- The Greater Kanawha Valley Foundation, Community Wealth training, 2016
- Community Progress Leadership Institute (CPLI) training, Cambridge, MA, 2014
- Create Huntington Board member and President, 2013 - 2016
- International Association of Facilitators (IAF) training, Denver, CO, 2011
- West Virginia Community Development Network (CDN) member, 2006 - 2010
- West Virginia Community Development Hub, Inc., Founding Board member, *2008 - 2010*
- West Virginia Community Collaborative, Inc., Board member, *2006 - 2008*
- West Virginia Sustainable Communities Training Program (SCTP) alumnus, *2006 - 2007*
- Western Pennsylvania Partnership for Family Support (WPPFS) member, *2002 - 2005*
- Steven Coveys' 7 Habits of Highly Effective People training, 2000
- Rensselaerville Institute training, Rensselaerville, NY, 1999
- Communities That Care (CTC) System process training, 1999
- Western Pennsylvania Alliance for Family Support member, *1998 - 2001*
- Western Pennsylvania Coalition for Children's Advocacy (CCA) member, *1998 - 2001*
- Western Pennsylvania Regional Children's Team member, *1998 - 2001*
- Results Oriented Management and Accountability (ROMA) training, 1998
- West Virginia Safe Choices - STD/HIV Prevention Trainer, *1993 - 1995*
- West Virginia Region II Children's Summit member, *1992 – 1997*
- West Virginia Social Work License, *1992 – 1998*
- West Virginia Teaching Certificate, *1989 – 1995*

**Steven B. Heasley** is the owner of Heasley Consulting and a member of the Collective Impact team. For the NIP assessment project, Steve will serve as the project researcher, analyst, and writer.

Steven has assisted local community organizations and governmental agencies in areas of research, policy analysis, evaluation, market analysis, financial mapping, management, and strategic planning. He has been recognized for his exceptional work in the areas of financing and policy development related to child and family programs. Steven has extensive experience in analysis of agency processes, survey design and data analysis. He has a broad based knowledge of public human service systems. While serving as Senior Consultant to the West Virginia Governor's Cabinet on Children and Families (1991 – 2004), he conducted an extensive analysis of state and federal funding streams and multi-year trends in spending in WV. Steven was also a major contributor to the development of the Pyramid of Care planning model which was used as a basis for the State's Five Year Child Services Plan under the Family Preservation and Support Act. While working within the Office of the Governor, Steven coordinated numerous projects related to research, analysis, and community-based planning.

He has served as a consultant on national projects including serving as an advisor to the Clinton Administration's "Partnership for Stronger Families" and "The Finance Project's work related to the development of Children's Budgets and the analysis of public funding streams. He also served as an adviser and consultant for Family Support America on family policy, community-based family programs, and evaluation.

Steven has 40+ years of experience in service delivery, system coordination, planning, and administration related to human services. He held the positions of Director of Children's Programs and Associate Director at the Appalachian Community Mental Health Center serving a four county region in Eastern West Virginia from 1978 to 1992. He also served by gubernatorial appointment on the Medicaid rate adjustment board in West Virginia and during the mid-1980s was enlisted by the WV Office of Behavioral Health Services to develop a statewide plan for the provision of mental health services to children and adolescents which projected needed levels of services.

Since July of 2005, Steven has worked exclusively as a private consultant doing research and analysis for state and local government agencies and non-profit organizations as well as local community planning bodies who are working on service system reform initiatives. He has contributed to numerous projects in several states through Collective Impact, LLC involving research, analysis, evaluation, and strategic planning. Steven was also the primary researcher and analyst for several local community comprehensive planning and development projects in West Virginia and has developed tools for assessing local community capacity. Other areas of work in recent years include agency and organizational cost-benefit analysis, housing policy development, evaluation of in-home family education programs, and housing market analysis.

Steven studied at the graduate level in Sociology and holds a Master of Arts in Behavior Disorders from the Marshall University College of Graduate Studies. He also holds a Bachelor of Science degree in Physics from West Virginia University.

## Steven B. Heasley – Resume

██  
██

### Independent Consulting - 2004 to Present

#### Employment History

##### **Senior Consultant** (*Full time position*) (1992 – 2005)

Office of the Governor - Governor's Cabinet on Children and Families, Charleston, WV

##### Major Areas of Work:

- Assisted with management of the budget and program functions of the Cabinet office within the Office of the Governor.
- Prepared annual applications and managed ongoing federal grant programs.
- Prepared briefings for the Governor.
- Conducted policy and budget analysis
- Developed and provided staff support to a *Citizens Advisory Council* to the Cabinet.
- Convened and facilitated task teams and cross-agency work groups.
- Provided technical assistance in areas related to community development, planning, financing, evidence based practice, and public policy to local communities throughout West Virginia, and to state and national organizations.
- Facilitated various community groups, task teams, and local organizations to develop strategic plans and evaluation systems resulting in improved abilities to achieve desired outcomes.
- Supervised and provided consultation to the Cabinet Technical Assistance Team.
- Advised and provided consultation to the Director of the Cabinet and other state officials.
- Designed financing strategies and worked with federal and state government officials to provide financial support to local community organizations and Cabinet initiatives.
- Prepared grant proposals and secured governmental and private foundation support for Cabinet level initiatives.
- Conducted analysis of federal and state funding streams and budgets.
- Conducted public policy analysis and prepared reports.
- Developed state-level accountability systems.
- Designed evaluation methodologies for multiple Cabinet initiatives.
- Represented the Cabinet at national meetings and conferences.
- Provided training and workshops in areas of early childhood systems and financing, evaluation, community change processes, and other areas resulting in increased skills and capacities at the local and state levels.
- Developed resource manual and other materials for local community based organizations (Family Resource Networks).

##### **Associate Director** (1987 – 1992)

Appalachian Community Health Center - Elkins, WV

##### Major Accomplishments:

- Successfully managed all service programs of a regional community mental health center with an annual budget exceeding five million dollars.
- Developed program budgets for over thirty distinct program units.
- Provided supervision and support to twelve division directors and over two hundred staff.
- Developed Medicaid-funded services within agency resulting in a more diversified funding base.
- Rewrote personnel policies and developed personnel classification system.
- Worked with state and local agencies to expand community based programming.

**Director of Children's Programs (1981 – 1987)**

Appalachian Community Health Center - Elkins, WV

Major Accomplishments:

- Administratively managed and provided supervision for all children and family programs within the agency.
- Developed preschool programs and provided oversight in moving programs to public education system.
- Designed and implemented an innovative, community-based, multi-service program for severely emotionally disturbed children and their families serving a statewide population.
- Expanded community-based services by securing grant funding to develop family support programs in West Virginia
- Wrote the State Plan for Emotionally Disturbed Children under a contract with the WV Department of Health.

**Child and Family Specialist (1978 – 1981)**

Appalachian Community Health Center - Elkins, WV

Major Accomplishments:

- Provided group, individual, and family therapy to approximately 500 children and families.
- Secured grant funding and developed a therapeutic foster care program and an alternative school for troubled youth resulting in expanded options for effective community-based services.
- Developed an interagency collaborative agreement to provide mental health services within public schools.

**Director of Children's Services (1976 – 1978)**

West Virginia Department of Health - Spencer and Lakin, WV

Major Accomplishments:

- Designed, administered, and directly supervised residential treatment programs for emotionally disturbed children and adolescents at both Spencer and Lakin State Hospitals.

**Special Education Teacher (1974 – 1976)**

West Virginia Department of Health - Spencer, WV



Major Accomplishments:

- Provided instruction at an on-grounds school for developmentally disabled and emotionally disturbed children at Spencer State Hospital.

**Education**

West Virginia College of Graduate Studies/Marshall University  
Master of Arts, Behavior Disorders - 1977

West Virginia University  
Graduate Studies, Sociology - 1971-72

West Virginia University  
Bachelor of Physics – 1970

**Skill Areas**

- Research and Report Writing
- Evaluation
- Survey Development and Analysis
- Theory of Change Approach to Strategic Planning
- Program Development
- Building Collaborative Service Systems
- Development of Citizen-Based Community Organizations
- Community and Economic Development
- Policy Analysis
- Federal and State Financing Streams and Budget Analysis
- Federal and Private Foundation Grants and Proposal Development
- Participatory Evaluation Design
- Financing Strategies and Integrative Financing Models
- Results-Based Accountability Systems
- Organizational Development
- Technical Assistance and Training to Community-Based Organizations
- Working With Federal, State, and Local Agencies
- Focus Groups, Interviews and Qualitative Research
- State-Local Relations
- Systems Therapy - Groups and Families
- Agency Management and Budgeting

**Appointments and Professional Committees**

- Gubernatorial Transition Team for Governor Joe Manchin – 2004-05
- West Virginia Partnership to Promote Community Well Being (gubernatorial appointment) - 2004 to 2010
- Board of Directors of the West Virginia Welfare Reform Coalition - 2002 to 2004

- Board of Directors of the West Virginia Rural Research and Policy Institute - 2001 to 2005
- West Virginia Prevention Resource Center Management Board - 1999 to 2003
- Steering Team for the Community Voices Project of the W. K. Kellogg Foundation - 1997 to 2001
- Welfare Reform Impact Initiative Collaborative - 1997 to 1998
- Governmental Inter-Relations Team for Welfare Reform - 1996 to 1998
- White House Domestic Policy Council - Partnerships for Stronger Families Working Group - 1996 to 1998
- Education First Goals 2000 Advisory Group - 1995
- Rural Health Advisory Council - 1994 to 1995
- West Virginia Rural Development Council Governing Board - 1995 to 1999
- West Virginia School Health Advisory Committee - 1994
- Medicaid Managed Care Work Group - 1994
- National Steering Committee for the Alliance of Statewide Family Resource and Support Initiatives - 1994 to 2002
- Legislative Interim Committee on Medicaid Financing - 1992
- Legislative Task Force on Uncompensated Health Care and Medicaid - 1991
- Medicaid Rate Adjustment General Board (gubernatorial appointment) - 1991 to 1993
- Children's Services Planning Group of the West Virginia Department of Health and Human Resources - 1990 to 1993
- West Virginia State Mental Health Planning Council - 1989 to 1993
- Advisory Committee to the Governor's Task Force on Children, Youth and Families - 1989
- Advisory Committee to the State Council for Children's Services - 1987
- Child and Adolescent Service System Task Force - 1986 to 1988
- Adolescent Chemical Dependency Task Force - 1986
- Protection and Advocacy Mental Health Advisory Board - 1986 to 1990
- Governor's Committee on Crime Delinquency and Correction (gubernatorial appointment) - 1985 to 1990
- Founding Member and Member of Board of Directors Children's Policy Institute of West Virginia - 1983 to 1994
- West Virginia State Advisory Group for Juvenile Justice and Delinquency Prevention (gubernatorial appointment) - 1977 through 1990
- Community Collaborative Structures presented at the Alliance for Statewide Family Resource and Support Initiatives National Meeting - Louisville, Kentucky - 1997
- Summary of Financing Discussions presented at the White House Partnership for Stronger Families, Washington, DC - 1997
- Blended Financing Strategies presented at the Regional Family Preservation and Family Support Forum, Philadelphia, Pennsylvania - 1996
- Financing Analysis presented at a meeting of the National Association of Child Advocates, Washington DC - 1996
- Financing Strategies in West Virginia presented at the Alliance for Statewide Family Resource and Support Initiatives National Meeting, Minneapolis, Minnesota - 1996
- West Virginia's Family Preservation and Support Initiative presented at the Annual Meeting of the Child Welfare League of America, Washington, DC - 1996

- Systemic Reform - Lessons Learned presented at the Governor's State University RAP 2000 Conference, Chicago, Illinois - 1995
- Family Preservation presented at the 3rd Annual Meeting of the American Orthopsychiatric Association, Chicago, Illinois - 1986
- New Developments in Learning Disabilities Curriculum presented at the National Meeting of the Association for Exceptional Children, Atlanta, Georgia - 1976



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

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

Proc Folder: 445132

Doc Description: Secure an Independent Assessment of the WV NIP

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-06-01	2018-06-14 13:30:00	CRFQ 0307 DEV1800000004	1

**BID RECEIVING LOCATION**

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


**VENDOR**

Vendor Name, Address and Telephone Number:

Bruce E. Decker, Owner  
 Collective Impact, LLC  
 16 Owls Lair Drive  
 Huntington, West Virginia 25701  
 724.513.6019

**FOR INFORMATION CONTACT THE BUYER**

Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Signature X  FEIN # 14-1944676 DATE 06.12.18

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

**ADDITIONAL INFORMATION:**

## Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Development Office to establish a contract for the one-time purchase of an Independent assessment of the West Virginia Neighborhood Investment Program for fiscal years 2015, 2016, and 2017, per the attached Bid requirements, Specifications, Terms and Conditions, and Pricing Page.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE		WV DEVELOPMENT OFFICE	
DEPT OF COMMERCE FINANCE DIVISION		ADMINISTRATION	
BLDG 3 SUITE 800		11900 KANAWHA BLVD E BLDG 3 SUITE 800	
1900 KANAWHA BLVD E		CHARLESTON	WV 25305-0311
CHARLESTON	WV25305		
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Project impact assessment				

Comm Code	Manufacturer	Specification	Model #
80101607			

**Extended Description :**

Project impact assessment

<b>DEV180000004</b>	<b>Document Phase</b> Final	<b>Document Description</b> Secure an Independent Assessment of the WV NIP	<b>Page 3</b> <b>of 3</b>
---------------------	--------------------------------	--	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

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

Proc Folder: 445132

Doc Description: Secure an Independent Assessment of the WV NIP


Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-06-01	2018-06-14 13:30:00	CRFQ 0307 DEV1800000004	1

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

**VENDOR**  
 Vendor Name, Address and Telephone Number:  
 Bruce E. Decker, Owner  
 Collective Impact, LLC  
 16 Owls Lair Drive  
 Huntington, West Virginia 25701  
 724.513.6019

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Signature X  FEIN # 14-1944676 DATE 06.12.18

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

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the West Virginia Development Office to establish a contract for the one-time purchase of an Independent assessment of the West Virginia Neighborhood Investment Program for fiscal years 2015, 2016, and 2017, per the attached Bid requirements, Specifications, Terms and Conditions, and Pricing Page.

BUYER ID		SELLER ID	
ACCOUNTS PAYABLE		WV DEVELOPMENT OFFICE	
DEPT OF COMMERCE FINANCE DIVISION		ADMINISTRATION	
BLDG 3 SUITE 800		11900 KANAWHA BLVD E BLDG 3 SUITE 800	
1900 KANAWHA BLVD E		CHARLESTON	WV 25305-0311
CHARLESTON	WV25305		
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Project impact assessment				

Comm Code	Manufacturer	Specification	Model #
80101607			

**Extended Description :**  
Project impact assessment



<b>DEV1800000004</b>	<b>Document Phase</b> <b>Draft</b>	<b>Document Description</b> Secure an Independent Assessment of the WV NIP	<b>Page 3</b>
----------------------	---------------------------------------	--	---------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: 06/07/2018 @ 10:00 A.M. EDT

Submit Questions to: **Melissa Pettrey, Senior Buyer**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [melissa.k.pettrey@wv.gov](mailto:melissa.k.pettrey@wv.gov)

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

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

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

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

SEALED BID:  
BUYER: Melissa Pettrey  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

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

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

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

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

Bid Opening Date and Time: 06/14/2018 @ 1:30 P.M. EDT

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

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

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

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

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

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

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

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

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

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

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

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wVOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. “Interested parties” means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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



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

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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 180 (one hundred eighty) calendar days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00 (one million dollars)

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

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

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

**10. [Reserved]**

**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

**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.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**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 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.

**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 with regard to 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**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. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

**32. 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.

**33. 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.

**34. 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.



**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. 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.

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

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

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

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

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

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

**43. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. 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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**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.

Bruce E. Decker, Owner  
\_\_\_\_\_  
(Name, Title)  
Bruce E. Decker, Owner  
\_\_\_\_\_  
(Printed Name and Title)  
16 Owls Lair Drive, Huntington, West Virginia 25701  
\_\_\_\_\_  
(Address)  
724.513.6019                      866.618.3968  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
bruce@collectiveimpact.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Collective Impact, LLC  
\_\_\_\_\_  
(Company)  Bruce E. Decker, Owner

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
Bruce E. Decker, Owner

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

06.12.18  
\_\_\_\_\_  
(Date)

724.513.6019                      866.618.3968  
\_\_\_\_\_  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
West Virginia Development Office  
WV NIP Independent Assessment

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Development Office to establish a contract for the one-time purchase of Independent assessment. The purpose of this request for quotation is to secure an independent assessment of the West Virginia Neighborhood Investment Program for fiscal years 2015, 2016, and 2017.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means independent assessment of the Neighborhood Investment Program as more fully described by these specifications.
  
  - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1 A minimum of 3 years of experience providing audit or assessment services.
  
  - 3.2 An organization or business capable of performing the required assessment which must be completed within 180 days of vendor’s receipt of the notice to proceed.

Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor’s past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

**REQUEST FOR QUOTATION  
West Virginia Development Office  
WV NIP Independent Assessment**

---

**4. GENERAL REQUIREMENTS:**

**4.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below. General Qualifications for Vendors as follows:

4.1.1 A thorough understanding of the NIP legislation as outlined in WV Code Chapter 11 Article 13J. which is Exhibit B

**4.2 Content of the Assessment:** Based upon a sampling of approved NIP projects, utilizing a combination of interviews, surveys, and/or site visits, the contracted vendor will conduct a study to address the following issues:

4.2.1 Has the WVDO complied with the intent of the law in the administration of the NIP as set forth in the enabling legislation (Chapter 11- 13J).

4.2.2 Have NIP projects been certified consistent with Chapter 11 – 13J-4?

4.2.3 Are the NIP Advisory Board's actions and activities consistent with Chapter 11 – 13J-4a?

**4.3 Policies and Procedures**

4.3.1 Have participating organizations complied with NIP policies and procedures?

4.3.2 Have organizations used NIP credits to fund the approved project as described in the organization's NIP application?

4.3.3 What has been the overall impact of NIP tax credits on participation Organizations?

4.3.4 Have NIP participants completed all reporting requirements consistent with Chapter 11 – 13J – 4?

4.3.5 Have organizations used NIP credits to PRIMARILY benefit low-income individuals and/or distressed neighborhoods?

**4. 4 Impact that Tax Credits on Participating Organizations**

**REQUEST FOR QUOTATION  
West Virginia Development Office  
WV NIP Independent Assessment**

---

- 4.4.1 What has been the overall impact of NIP tax credits on participating organizations?
- 4.4.2 What overall impacts have the tax credits had on the organizations' ability to increase charitable contributions?
- 4.4.3 What overall impacts have the tax credits had on the organization's ability to increase the number of donors to their organization?
- 4.4.4 What overall impacts have the tax credits had on the organization's ability to fulfill its service commitment to its clientele?
- 4.4.5 What specific impacts have the tax credits had on new participant organizations?
- 4.4.6 What specific impacts have the tax credits had on organizations which have participated in the NIP for a period of five (5) years or longer?
- 4.4.7 What would be the potential impact to nonprofit organizations if the NIP legislation was not renewed in 2021?

**4.5 Impact that Tax Credits had for West Virginia Communities by Participant Organizations.**

- 4.5.1 What has been the overall impact of NIP tax credits in the West Virginia communities being served by NIP participant organizations?
- 4.5.2 Does the current NIP application sufficiently satisfy the overall objectives of the enabling legislation regarding approving NIP projects?
- 4.5.3 What challenges do organizations encounter when applying for NIP tax credits?
- 4.5.4 What challenges do organizations encounter when issuing NIP tax credits to their donor base?

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall TOTAL BID AMOUNT as shown on the Pricing Page.



**REQUEST FOR QUOTATION**  
**West Virginia Development Office**  
**WV NIP Independent Assessment**

---

**5.2 Pricing Page:** Vendor should complete the Pricing Page by filling it out in its entirety. **TOTAL BID AMOUNT.** Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

**6 PAYMENT:**

**6.1 Payment:** Agency shall pay for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included on Vendor's Total Bid Amount bid, but such costs will not be paid by the Agency separately.

**8. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**8.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**8.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**8.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**8.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**8.5** Vendor shall inform all staff of Agency's security protocol and procedures.

**9. VENDOR DEFAULT:**

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

**9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

REQUEST FOR QUOTATION  
West Virginia Development Office  
WV NIP Independent Assessment

---

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

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

9.1.4 Failure to remedy deficient performance upon request.

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

9.2.1 Immediate cancellation of the Contract.

9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

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

**Contract Manager:** Bruce E. Decker, Owner

**Telephone Number:** 724.513.6019

**Fax Number:** 866.618.3968

**Email Address:** bruce@collectiveimpact.com



## Exhibit "B"

Enrolled Version - Final Version

OTHER VERSIONS - [Introduced Version](#) | [Committee Substitute \(1\)](#) |

---

WEST VIRGINIA LEGISLATURE

2016 REGULAR SESSION

Enrolled

Committee Substitute

for

Senate Bill 293

BY SENATORS WALTERS, BOSO AND SYPOLT, *original sponsors*

[Passed March 12, 2016; in effect 90 days from passage]

AN ACT to amend and reenact §11-13J-3, §11-13J-4, §11-13J-4a, §11-13J-10 and §11-13J-12 of the Code of West Virginia, 1931, as amended, all relating generally to Neighborhood Investment Program Act; changing termination date; defining terms; specifying frequency of required project transferee reports; specifying number of required advisory board meetings; specifying required number of West Virginia Development Office reports to the board; providing criteria for evaluation of projects; providing for report by Tax Commissioner; and specifying frequency of program assessments by the director.

Be it enacted by the Legislature of West Virginia:

That §11-13J-3, §11-13J-4, §11-13J-4a, §11-13J-10 and §11-13J-12 of the Code of West Virginia, 1931, as amended, be amended and reenacted, all to read as follows:

ARTICLE 13J. NEIGHBORHOOD INVESTMENT PROGRAM.

§11-13J-3. Definitions.

(a) *General.* — When used in this article, or in the administration of this article, terms defined in subsection (b) of this section have the meanings ascribed to them by this section, unless a different meaning is clearly required by either the context in which the term is used, or by specific definition in this article.

(b) *Terms defined.* —

AAffiliate@ includes all business entities which are affiliates of each other when either directly or indirectly:

(A) One business entity controls or has the power to control the other business entity; or

(B) A third party or third parties control or have the power to control both affiliates. In determining whether business entities are independently owned and operated and whether or not affiliation exists, consideration shall be given to all appropriate factors, including common ownership, common management and contractual relationships.

ACapacity building@ means to generally enhance the capacity of the community to achieve improvements and to obtain the community services described in subparagraphs (i) through (v), inclusive, of the definition of that term, as set forth in this subsection. Capacity building includes, but is not limited to, improvement of the means, or capacity, to:

(i) Access, obtain and use private, charitable and governmental assistance programs, administrative assistance and private, charitable and governmental resources or funds;

(ii) Fulfill legal, bureaucratic and administrative requirements and qualifications for accessing assistance, resources or funds; and

(iii) Attract and direct political and community attention to needs of the community for the purpose of increasing access to and use of assistance, resources or funds for a given purpose, goal or need.

ACommissioner or Tax Commissioner@ are used interchangeably in this article and mean the Tax Commissioner of the State of West Virginia, or his or her delegate.

ACommunity services@ means services, provided at no charge whatsoever, of:

(i) Providing any type of health, personal finance, psychological or behavioral, religious, legal, marital, educational or housing counseling and advice to economically disadvantaged citizens or a specifically designated group of economically disadvantaged citizens or in an economically disadvantaged area;

(ii) Providing emergency assistance or medical care to economically disadvantaged citizens or to a specifically designated group of economically disadvantaged citizens or in an economically disadvantaged area;

(iii) Establishing, maintaining or operating recreational facilities, or housing facilities for economically disadvantaged citizens or a specifically designated group of economically disadvantaged citizens or in an economically disadvantaged area;

(iv) Providing economic development assistance to economically disadvantaged citizens or a specifically designated group of economically disadvantaged citizens; without regard to whether they are located in an economically disadvantaged area, or to individuals, groups or neighborhood or community organizations, in an economically disadvantaged area; or

(v) Providing community technical assistance and capacity building to economically disadvantaged citizens or a specifically designated group of economically disadvantaged citizens, or to individuals, groups or neighborhood or community organizations in an economically disadvantaged area.

**ACompensation@** means wages, salaries, commissions and any other form of remuneration paid to employees for personal services.

**"Community-based"** means:

(i) The project is to be managed locally, without national, state, multistate or international affiliations;

(ii) The project will benefit local citizens in the immediate geographic area where the project is to operate; and

(iii) The sponsor of the project is a local entity, rather than a statewide, national or international organization or an affiliate of a statewide, national or international organization.

**ACorporation@** means any corporation, joint-stock company or association and any business conducted by a trustee or trustees in which interest or ownership is evidenced by a certificate of interest or ownership or similar written instrument.

**ACrime prevention@** means any activity which aids in the reduction of crime.

**ADelegate@** in the phrase "or his or her delegate", when used in reference to the Tax Commissioner, means any officer or employee of the Tax Division of the Department of Revenue duly authorized by the Tax Commissioner directly, or indirectly by one or more redelegations of authority, to perform the functions mentioned or described in this article.

**"Direct need programs"** means a program, organization or community endowment that serve persons whose annual income is no more than 125 percent of the federal poverty level with self-reliance and independence from government assistance as its primary objective.

**ADirector or Director of the West Virginia Development Office@** means the Director of the West Virginia Development Office.

**AEconomically disadvantaged area@** means any region of the state with a poverty rate greater than the average statewide poverty rate as determined by the U. S. Census Bureau's most recently published data.

**AEconomically disadvantaged citizen@** means a natural person, who during the current taxable year has, or during the immediately preceding taxable year had, an annual gross personal income not exceeding one hundred twenty-five percent of the federal designated poverty level for personal incomes, and who is a domiciliary and resident of this state.

**"Education"** means any type of scholastic instruction to, or scholarship by, an individual that enables that individual to prepare for better life opportunities. Education does not include courses in physical training, physical conditioning, physical education, sports training, sports camps and similar training or conditioning courses, except for physical therapy prescribed by a physician or other person licensed to prescribe courses of medical treatment under this code.

**AEligible contribution@** consists of:

(A)(i) Cash;

(ii) Tangible personal property, valued at its fair market value;

(iii) Real property, valued at its fair market value;

(iv) In-kind professional services, valued at seventy-five percent of fair market value; and

(v) Publicly traded common or preferred stock representing ownership in a corporation, valued at its fair market value in accordance with the regulations of the Internal Revenue Service: *Provided*, That contributed stock shall be sold by the project transferee within one hundred eighty days of its receipt.

(B) For purposes of this definition, the value of in-kind professional services will not qualify as an eligible contribution unless the services are:

(i) Reasonably priced and valued, and reasonably necessary services customarily and normally provided by the contributor in the normal course of business to customers, clients or patients other than those encompassed by the project plan;

(ii) Not reimbursable, in whole or in part, from sources other than the tax credit provided under this article; and

(iii) Services which are not available without cost elsewhere in the community;

(C) AProfessional services@ means only those services provided directly by a physician licensed to practice in this state, those services provided directly by a dentist licensed to practice in this state, those services provided directly by a lawyer licensed to practice in this state, those services provided directly by a registered nurse, licensed practical nurse, dental hygienist or other health care professional licensed to practice in this state, those services provided directly by a certified public accountant or public accountant licensed to practice in this state, and those services provided directly by an architect licensed to practice in this state;

(D) *Minimum contribution.* — No contribution of cash, stock, property or professional services or any combination thereof contributed in any tax year by any taxpayer having a fair market value of less than \$500 qualifies as an eligible contribution;

(E) *Maximum contribution.* — No contribution of cash, stock, property or professional services or any combination thereof contributed in any tax year by any taxpayer having a fair market value in excess of \$200,000 qualifies as an eligible contribution; and

(F) *Limitations.* — Not more than twenty-five percent of total eligible contributions to a certified project may be in-kind contributions. Not more than twenty-five percent of total eligible contributions made by any taxpayer to any certified project may be in-kind contributions.

*Eligible taxpayer.* —

(A) AEligible taxpayer@ means any person subject to the taxes imposed by article twenty-one, twenty-three or twenty-four of this chapter which makes an eligible contribution to a qualified charitable organization pursuant to the terms of a certified project plan for the purpose of providing neighborhood assistance, community services or crime prevention, or for the purpose of providing job training or education for individuals not employed by the contributing taxpayer or an affiliate of the contributing taxpayer or a person related to the contributing taxpayer;

(B) "Eligible taxpayer" also includes an affiliated group of taxpayers if the group elects to file a consolidated corporation net income tax return under article twenty-four of this chapter and if one or more affiliates included in the affiliated group would qualify as an eligible taxpayer under paragraph (A) of this subdivision.

"Emergency assistance" means the provision of basic needs including shelter, clothing, food, water, medical attention or supplies, personal safety, or funds to obtain these to an individual facing circumstances that prevent him or her from securing or maintaining these basic needs.

Includes and including@, when used in a definition contained in this article, shall not be considered to exclude other things otherwise within the meaning of the term defined.

"Job training" means instruction to an individual that enables the individual to acquire vocational skills to become employable or able to seek a higher grade of employment.

ANatural person or individual@ means a human being. The terms "natural person" and "individual" do not mean, and specifically exclude, any corporation, limited liability company, partnership, joint venture, trust, organization, association, agency, governmental subdivision, syndicate, affiliate or affiliation, group, unit or any entity other than a human being.

"Neighborhood assistance" means either:

(A) Furnishing financial assistance, labor, material and technical advice to aid in the physical or economic improvement of any part or all of an economically disadvantaged area; or

(B) Furnishing technical advice to promote higher employment in an economically disadvantaged area.

"Neighborhood organization" means any organization:

- (A) Which is performing community services, as defined in this section; and
- (B) Which is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code.

APartnership and partner@ includes a syndicate, group, pool, joint venture or other unincorporated organization through or by means of which any business, financial operation or venture is carried on, and which is not a trust or estate, a corporation or a sole proprietorship. The term "partner" includes a member in a syndicate, group, pool, joint venture or organization.

APerson@ includes any natural person, corporation, limited liability company or partnership.

AProject transferee@ means any neighborhood organization, qualified charitable organization, charitable organization or other organization, entity or person that receives an eligible contribution or part of an eligible contribution from an eligible taxpayer for the purpose of directly or indirectly providing neighborhood assistance, community services or crime prevention, or for the purpose of providing job training or education or other services or assistance pursuant to a project plan. The project transferee is typically the first entity or person receiving eligible contributions from eligible taxpayers under a project plan. However, in the case of eligible contributions of in-kind services or other eligible contributions or portions of those contributions made pursuant to a certified project plan directly to indigent, disadvantaged or needy persons, economically disadvantaged citizens or other persons or organizations under the sponsorship or auspices of any neighborhood organization, qualified charitable organization, charitable organization or other organization, entity or person as a certified project participant, the eligible contributions shall be considered to have been made to the entity, organization or person under whose sponsorship or auspices the eligible contributions are made, and that entity, organization or person is considered to be the project transferee with relation to those eligible contributions. The project transferee is the entity, organization or person that is liable under this article for payment of the project certification fee to the West Virginia Development Office. The term "project transferee" means and includes any considered project transferee, considered as such under the provisions of this article.

AQualified charitable organization@ means a neighborhood organization, as defined in this section, which is the sponsor of a project which has received certification by the Director of the West Virginia Development Office pursuant to the requirements of this article: *Provided*, That no organization may qualify as a qualified organization for purposes of this article if the organization is not registered with this state as required under the Solicitation of Charitable Funds Act.

ARelated person@ or Aperson related to@ a stated taxpayer means:

- (A) An individual, corporation, partnership, affiliate, association or trust or any combination or group thereof controlled by the taxpayer;
- (B) An individual, corporation, partnership, affiliate, association or trust or any combination or group thereof that is in control of the taxpayer;
- (C) An individual, corporation, partnership, affiliate, association or trust or any combination or group thereof controlled by an individual, corporation, partnership, affiliate, association or trust or any combination or group thereof that is in control of the taxpayer; or
- (D) A member of the same controlled group as the taxpayer.

For purposes of this article, "control", with respect to a corporation means ownership, directly or indirectly, of stock possessing fifty percent or more of the total combined voting power of all classes of the stock of the corporation which entitles its owner to vote. "Control", with respect to a trust, means ownership, directly or indirectly, of fifty percent or more of the beneficial interest in the principal or income of the trust. The ownership of stock in a corporation, of a capital or profits interest in a partnership or association or of a beneficial interest in a trust shall be determined in accordance with the rules for constructive ownership of stock provided in Section 267(c), other than paragraph (3) of that section, of the United States Internal Revenue Code, as amended.

"State fiscal year" means a twelve-month period beginning on July 1 and ending on June 30.



**ATaxpayer@** means any person subject to the tax imposed by article twenty-one, twenty-three or twenty-four of this chapter, or any one or combination of the articles of this chapter.

**ATechnical assistance@** means:

(A) Assistance in understanding, using and fulfilling the legal, bureaucratic and administrative requirements and qualifications which must be negotiated for the purpose of effectively accessing, obtaining and using private, charitable, not-for-profit or governmental assistance, resources or funds, and maximizing the value of the assistance, resources or fund;

(B) Assistance provided by any person holding a license under West Virginia law to practice any licensed profession or occupation, by which the person, in the practice of the profession or occupation, assists economically disadvantaged citizens or the persons in an economically disadvantaged area by:

(i) Providing any type of health, personal finance, psychological or behavioral, religious, legal, marital, educational or housing counseling and advice to economically disadvantaged citizens or a specifically designated group of economically disadvantaged citizens or in an economically disadvantaged area;

(ii) Providing emergency assistance or medical care to economically disadvantaged citizens or to a specifically designated group of economically disadvantaged citizens or in an economically disadvantaged area;

(iii) Establishing, maintaining or operating recreational facilities, or housing facilities for economically disadvantaged citizens or a specifically designated group of economically disadvantaged citizens or in an economically disadvantaged area;

(iv) Providing economic development assistance to economically disadvantaged citizens or a specifically designated group of economically disadvantaged citizens, without regard to whether they are located in an economically disadvantaged area, or to individuals, groups or neighborhood or community organizations, in an economically disadvantaged area; or

(v) Providing community technical assistance and capacity building to economically disadvantaged citizens or a specifically designated group of economically disadvantaged citizens or to individuals, groups or neighborhood or community organizations in an economically disadvantaged area.

**§11-13J-4. Eligibility for tax credits; creation of neighborhood investment fund; certification of project plans by the West Virginia Development Office.**

(a) A neighborhood organization which seeks to sponsor a project and have that project certified pursuant to this article shall submit to the Director of the West Virginia Development Office an application for certification of a project plan, in such form as the director shall prescribe, setting forth the project to be implemented, the identity of all project participant organizations, the economically disadvantaged citizens or a specifically designated group of economically disadvantaged citizens, to be assisted by the project, or the economically disadvantaged area or areas selected for assistance by the project, the amount of total tax credits to be created by the proposed project pursuant to the receipt of eligible contributions from eligible taxpayers under this article, the amount of the total estimated eligible contributions to be received pursuant to the project and the schedule for implementing the project.

(b) *Project certification fee; payment of costs; revolving fund.* —

(1) (A) *Project certification fee.* — Any project transferee that receives eligible contributions under or pursuant to a certified project plan shall pay to the West Virginia Development Office a project certification fee in the amount of three percent of the amount of the total eligible contributions received by such project transferee pursuant to the certified project plan. The project certification fee shall be paid to the West Virginia Development Office within thirty days of the receipt of any eligible contribution, or portion thereof.

(B) *Eligible contributions made through direct service to end users or recipients, or contributions to end users or recipients.* — In the case of eligible contributions of in-kind services or other eligible contributions or portions thereof made pursuant to a certified project plan and contributed or provided directly to indigent, disadvantaged or needy persons, economically disadvantaged citizens or other persons or organizations made under the sponsorship or auspices of any neighborhood organization, qualified charitable organization, charitable organization or other organization, entity or person

as a certified project participant, such eligible contributions shall be deemed to have been made to the entity, organization or person under whose sponsorship or auspices such eligible contributions are made, and that entity, organization or person is deemed to be the project transferee with relation to those eligible contributions. Such deemed project transferee shall be liable for the project certification fee due for such eligible contributions.

(C) *Computation of fee based on fair market value.* — In the case of eligible contributions consisting of in-kind services, tangible personal property or realty, the project transferee shall pay to the West Virginia Development Office a project certification fee in the amount of three percent of the fair market value of eligible contributions received pursuant to the certified project plan.

(2) *Sanctions for failure to timely pay the project certification fee.* — Failure to timely pay the project certification fee imposed by this section shall be grounds for imposition of any of the following sanctions, to be imposed by the Director of the West Virginia Development Office at the discretion of the director:

(A) *Prospective revocation of the project certification.* —

No tax credit shall be allowed for any project for which certification has been revoked for periods subsequent to the effective date of revocation. Credit taken by any taxpayer in accordance with this article pursuant to the making of an eligible contribution to a project transferee pursuant to a certified project plan prior to the effective date of revocation of project certification shall not be subject to recapture by reason of revocation of the certification. However, such credit shall otherwise be subject to audit and adjustment or recapture in accordance with the requirements of this article.

(B) *Retroactive withdrawal of the project certification.* —

No tax credit shall be allowed for any project for which certification has been withdrawn. Credit taken by any taxpayer in accordance with this article pursuant to the making of an eligible contribution to a project transferee pursuant to a certified project plan for which certification is later withdrawn pursuant to the provisions of this section shall be subject to recapture upon withdrawal of the certification.

(C) *Suspension of the project certification for a stated period of time.* —

No tax credit shall be allowed for contributions made during the suspension period for a project. Credit taken by any taxpayer in accordance with this article pursuant to the making of an eligible contribution to a project transferee pursuant to a certified project plan prior to or subsequent to the suspension period shall not be subject to recapture by reason of the suspension. However, such credit shall otherwise be subject to audit and adjustment or recapture in accordance with the requirements of this article.

(D) *Temporary or permanent disqualification of one or more project transferees, neighborhood organizations, qualified charitable organizations, charitable organizations or other organizations, entities or persons from participation in a particular specified certified project.* —

No tax credit shall be allowed under this article for any contribution made during the disqualification period to any project transferee, neighborhood organization, qualified charitable organization, charitable organization or other organization, entity or person disqualified under this section from participation in a certified project. Tax credit taken by any taxpayer in accordance with this article pursuant to the making of an eligible contribution to any project transferee, neighborhood organization, qualified charitable organization, charitable organization or other organization, entity or person pursuant to a certified project plan prior to or subsequent to the disqualification period shall not be subject to recapture by reason of the disqualification of the recipient thereof. However, such credit shall otherwise be subject to audit and adjustment or recapture in accordance with the requirements of this article.

(E) *Temporary or permanent disqualification of any project transferee, neighborhood organization, qualified charitable organization, charitable organization or other organization, entity or person, or group thereof, from participation in any and all certified projects currently in existence or to be formed, proposed or certified under this article.* —

(i) No tax credit shall be allowed under this article for any contribution made during the disqualification period to any project transferee, neighborhood organization, qualified charitable organization, charitable organization or other organization, entity or person disqualified under this section from participation in any and all certified projects under this article. Tax credit taken by any eligible taxpayer in accordance with this article pursuant to the making of an eligible

contribution to the project transferee, neighborhood organization, qualified charitable organization, charitable organization or other organization, entity or person disqualified from participation in any and all certified projects under this article, pursuant to a certified project plan prior to or subsequent to the disqualification period shall not be subject to recapture by reason of the disqualification. However, such credit shall otherwise be subject to audit and adjustment or recapture in accordance with the requirements of this article; and

(ii) No certification shall be issued during the disqualification period for any proposed project in which a project transferee, neighborhood organization, qualified charitable organization, charitable organization or other organization, entity or person disqualified under this section from participation in any and all certified projects is listed as a proposed project participant.

(F) Any combination of the aforementioned sanctions.

(3) *Audits and investigations.* — The West Virginia Development Office or the Department of Revenue, or both, may initiate and carry out investigations or audits of any recipient of any eligible contribution under this article, any eligible taxpayer or any project transferee to determine whether the project certification fee imposed by this section has been paid in accordance with the requirements of this article.

(4) *Procedures, failure to timely pay the project certification fee upon written demand.* —

(A) *Written demand.* — The Director of the West Virginia Development Office shall, upon a reasonable belief that a project transferee has failed to timely pay the fee imposed by this section, issue a written demand for payment thereof, plus interest determined at the interest rate prescribed under section seventeen, article ten of this chapter, in such form as the Director of the West Virginia Development Office may specify. The Director of the West Virginia Development Office may also impose a penalty for failure to timely pay the project certification fee in the amount of twenty percent of the amount of the project certification fee due and interest due. Such demand shall notify the project transferee of the opportunity to show that the project certification fee is not due and owing.

(B) *Failure to pay pursuant to written demand.* —

Failure of the project transferee to pay any project certification fee due, with interest and penalties, as stated in the written demand for payment of the project certification fee, within thirty days of service of such demand, and failure of the project transferee to prove to the satisfaction of the Director of the West Virginia Development Office that the fee imposed by this section is not due and owing, shall result in a determination by the Director of the West Virginia Development Office that sanctions shall apply.

(C) *Notice of pending sanctions.* — Upon the making of a determination by the Director of the West Virginia Development Office that sanctions for failure to pay the project certification fee apply, the Director of the West Virginia Development Office shall serve upon the project transferee from which the project certification fee, or some portion thereof, is due and owing, a notice of pending sanctions. If the project transferee from which the certified project fee, or some portion thereof, is due and owing is not the applicant for project certification, then an informational copy of the notice of pending sanctions shall also be served upon the applicant for project certification.

(D) *Service of notice, content of notice.* — The notice of pending sanctions shall be served upon the delinquent project transferee in the same manner as an assessment of tax in accordance with article ten of this chapter. Such notice of pending sanctions shall state the sanctions to be applied in accordance with this section, the effective date or dates of such sanctions, with specific statements of whether any sanction is to be applied retroactively or in part retroactively, and the commencement and termination dates for any suspensions of certification or temporary disqualifications of any program transferee, neighborhood organization, qualified charitable organization, charitable organization or other organization, entity or person to be disqualified under this section from participation in certified projects. The notice of pending sanctions shall state that sanctions shall be imposed sixty days after service of the notice of pending sanctions upon the delinquent project transferee, unless the delinquent project transferee pays the amount of the project certification fee due and owing, plus interest and penalties.

(E) *Appeals.* — The project transferee may file an appeal of pending sanctions as if the notice of pending sanctions were an assessment of tax under article ten of this chapter, and the matter on appeal shall be subject to the procedures set forth in article ten of this chapter. On appeal, the burden of proof shall be on the project transferee to prove that the project certification fee and associated interest and penalties are not due and owing. The review on appeal shall be limited to:

(i) The issue of whether a failure to timely pay the project certification fee or any portion thereof has occurred, the time period or periods over which such failure occurred, and whether such failure continues to occur;

(ii) The amount of the project certification fee and interest due; and

(iii) The mathematical and methodological accuracy of the computation of the project certification fee, interest and penalties.

(F) *Statutory confidentiality.* — No information, document or proceeding brought pursuant to this section, relating to the liability of any project transferee for the project certification fee, interest or penalties imposed under this section is subject to the confidentiality provisions of article ten of this chapter or any other confidentiality provision of this code. However, any proceeding relating to any amount of tax due or the recapture of tax credit taken under this article or any adjustment of the amount of tax credit taken under this article is subject to the provisions of article ten of this chapter, including all statutory confidentiality provisions, and shall be subject to all other applicable statutory tax confidentiality provisions of this code.

(G) *Effect of a final determination, waiver of penalties or sanctions.* — The notice of pending sanctions shall become final sixty days after service, unless an appeal is filed under this section, and shall not be subject to further appeal by the recipient thereof. When a determination has become final that a project transferee has failed to timely pay the project certification fee, or any part thereof, the sanctions described in the notice of pending sanctions shall apply, effective as of the date set forth in that notice, unless the project certification fee, interest and penalties due are paid to the West Virginia Development Office within thirty days of the date on which the determination has become final. The twenty percent penalty authorized under this section may be imposed, adjusted, withdrawn or waived, in whole or in part, at the discretion of the Director of the West Virginia Development Office. However, payment of the project certification fee and interest due shall not be subject to waiver. The sanctions for failure to pay the project certification fee authorized under this section may be imposed, adjusted, withdrawn or waived, in whole or in part, at the discretion of the Director of the West Virginia Development Office.

(c) Within sixty days after the close of the regular meeting of the Neighborhood Investment Advisory Board at which a complete application for approval of a proposed project is considered by the board, the Director of the West Virginia Development Office shall certify, or deny certification of, the proposed project for which such application has been filed: *Provided*, That applications for which the board requires additional information may be considered at the next regular meeting of the board. Those applications not approved by the director within sixty days of final action of the board shall be deemed disapproved by operation of law.

(d) The West Virginia Development Office shall promptly notify an applicant as to whether an application for certification of a project plan has been approved or disapproved.

(e) Those prospective qualified charitable organizations which receive certification of a project plan, and which otherwise comply with the requirements of this article so as to become qualified charitable organizations, as defined in section three of this article, may receive eligible contributions, as defined in said section. Eligible taxpayers which make eligible contributions shall receive a tax credit as provided in section five of this article. No tax credit may be granted under this article for any contribution except eligible contributions made to a project which has been certified in accordance with the requirements of this article prior to the making of the contribution. No tax credit may be granted under this article for any contribution which, if allowed, would cause the amount of tax credit generated by the project to exceed the maximum amount of tax credit for which the project was certified as stated in the application for project certification filed with the West Virginia Development Office.

(f) All applications for certification of a project filed with the West Virginia Development Office, whether such project is certified or denied certification, are public information which may be viewed and copied by the public and, at the discretion of the West Virginia Development Office, published by the West Virginia Development Office.

(g) Project transferees shall file biannual reports with the West Virginia Development Office on the progress of the certified project. The biannual reports shall be filed in a form approved by the director.

(h) *Revolving fund.* —

(1) For the purpose of permitting payments to be made and costs to be met for operation of the program established by this article, there is hereby created a revolving fund for the West Virginia Development Office, which shall be known as the Neighborhood Investment Fund. All money received by the West Virginia Development Office under this article shall be paid into the State Treasury, and shall be deposited to the credit of the Neighborhood Investment Fund, and shall be expended only for the purposes of defraying the costs of the Neighborhood Investment Program Advisory Board and the West Virginia Development Office in administering the program established pursuant to this article, unless otherwise directed by the Legislature.

(2) The Neighborhood Investment Fund shall be accumulated and administered as follows:

(A) Payments received under this article shall be deposited into the Neighborhood Investment Fund.

(B) Any appropriations made to the Neighborhood Investment Fund shall not be deemed to have expired at the end of any fiscal period.

§11-13J-4a. Neighborhood Investment Program Advisory Board.

(a) There is hereby created a Neighborhood Investment Program Advisory Board, which shall consist of twelve voting members and the chairperson.

(b) *Chairperson.* —

(1) The Director of the West Virginia Development Office, or the designee of the Director of the West Virginia Development Office, shall be the ex officio chairperson of the Neighborhood Investment Program Advisory Board.

(2) The chairperson shall vote on actions of the board only in the event of a tie vote, in which case the chairperson's vote shall be the deciding vote.

(c) *Board members.* —

(1) Four members shall be officers or members of the boards of directors of unrelated corporations which are not affiliated with one another and which are currently licensed to do business in West Virginia.

(2) Four members shall be executive directors, officers or members of the boards of directors of unrelated not-for-profit organizations which are not affiliated with one another which currently hold charitable organization status under Section 501 (c)(3) of the Internal Revenue Code and which are currently licensed to do business in West Virginia.

(3) Four members shall be economically disadvantaged citizens of the state that, for the taxable year immediately preceding the year of appointment to the board, had an annual gross personal income that was not more than one hundred twenty-five percent of the federal designated poverty level for personal incomes, and who has been a domiciliary and resident of this state for at least one year at the time of appointment.

A member appointed under this subdivision is not disqualified from completion of his or her term if his or her income in the year of appointment or in any year subsequent to the year of appointment exceeds one hundred twenty-five percent of the federal designated poverty level. A member shall not be eligible for reappointment under this subdivision unless he or she meets the original qualifications for appointment: *Provided*, That such member may be reappointed pursuant to qualification under subdivision (1) or (2) of this subsection if the member meets the requirements of subdivision (1) or (2), respectively.

(d) *Limitations; terms of members; appointments.* —

(1) Not more than four members, exclusive of the chairperson, shall be appointed from any one congressional district. Not more than seven of the members, exclusive of the chairperson, may belong to the same political party. Members shall be eligible for reappointment. However, no member may serve for more than three consecutive terms.

(2) *Appointment terms.* —

(A) Except for initial appointments described under subdivision (3) of this subsection, and except for midterm special appointments made to fill irregular vacancies on the board, members shall be appointed for terms of three years each.

(B) Except for midterm special appointments made to fill irregular vacancies on the board, appointment terms shall begin on July 1 of the beginning year. All appointment terms, special and regular, shall end on June 30 of the ending year.

*(3) Selection of members. —*

(A) For the initial appointment of members under this subdivision, members shall be selected by the Director of the West Virginia Development Office.

(B) At the end of a member's term, the chairperson shall solicit new member nominations from the board and appoint the most appropriate person to serve, in compliance with the requirements set forth in this section.

(C) Vacancies on the board shall be filled in the same manner as the original appointments for the duration of the unexpired term.

*(e) Quorum; meetings; funding. —*

(1) The presence of a majority of the members of the board constitutes a quorum for the transaction of business. The board shall elect from among its members a vice chairperson and such other officers as are necessary.

(2) The board shall meet not less than two times during the fiscal year, and additional meetings may be held upon a call of the chairperson or of a majority of the members: *Provided*, That no meeting of the board shall be required if the total amount of tax credits available for the fiscal year have been allotted.

(3) Board members shall be reimbursed by the West Virginia Development Office for sums necessary to carry out responsibilities of the board and for reasonable travel expenses to attend board meetings.

*(f) Annual report. —* The board shall make a report to the Governor and the Legislature within thirty days of the close of each fiscal year. The report shall include summaries of all meetings of the board, an analysis of the overall progress of the program, fiscal concerns, the relative impact the program is having on the state and any suggestions and policy recommendations that the board may have. The report shall be public information made available to the general public for examination and copying. The board is authorized to publish the annual report, should the board elect to do so.

*(g) Duties of the board. —*

(1) *Administrative duties. —* The board shall be responsible for advising the West Virginia Development Office concerning the administrative obligations of the program.

*(2) Project evaluation and approval; prohibition on project promotion. —*

(A) The board shall select and approve projects, which may then be certified by the Director of the West Virginia Development Office pursuant to section four of this article.

(B) Only projects sponsored by qualified charitable organizations, as defined in section three of this article, may be approved by the board or certified by the Director of the West Virginia Development Office. An applicant that does not hold current status as a charitable organization under Section 501(c)(3) of the Internal Revenue Code may not receive project approval from the board, or project certification from the Director of the West Virginia Development Office, for any proposed project. Failure of any applicant to provide convincing documentation proving such status as a charitable organization under Section 501(c)(3) of the Internal Revenue Code shall result in automatic denial of project approval and denial of project certification under this article.

(3) *Criteria for evaluation. —* In evaluating projects for approval, the board shall give priority to projects based upon the following criteria. A proposed project shall be favored if:

(A) The project is community based. (B) The proposed project will primarily serve low income persons.

(C) The proposed project will serve highly distressed neighborhoods or communities.

(D) The project plan incorporates collaborative partnerships among nonprofit groups, businesses, government organizations and other community organizations.

(E) The applicant or sponsor of the project has demonstrated a proven capacity to deliver the proposed services.

(F) The applicant or sponsor of the project historically maintains reasonable administrative costs.

(G) The applicant produces a strong showing of need for the services which the proposed project would provide, and produces convincing documentation of that need.

(H) The proposed project is innovative, novel, creative or unique in program approach.

(I) The proposed project is a direct need program or will provide emergency assistance.

(4) If an applicant is directly or indirectly affiliated with one or more board members, those members shall not discuss the proposals with one or more board members, and shall not have a vote when that project is considered for final approval or disapproval.

(5) *Project approval by the board.* — Proposed projects shall be approved or denied approval by a majority vote of the board after competitive comparison with proposed projects of other applicants.

(h) *Project certification by the Director of the West Virginia Development Office.* —

(1) Upon issuance of approval for a project by the board, the approved project shall be certified by the Director of the West Virginia Development Office: *Provided*, That no certification may issue for any project, even though the project may have been approved by the board, if the issuance of certification for such project will cause the aggregate amount of tax credits certified to exceed the limitation set forth in this article. No certification may be issued by the Director of the West Virginia Development Office for any project which has not been approved by the board.

(2) The West Virginia Development Office shall promptly notify applicants of the issuance of certification for their projects and shall issue tax credit vouchers to certified project applicants in the amount of the tax credit represented by the project.

(3) The West Virginia Development Office may provide incidental technical support and guidance to projects certified under this article and may monitor the progress of the projects. The West Virginia Development Office shall make a biannual report to the board on the progress of certified projects and the program generally.

§11-13J-10. Public information relating to tax credit.

The Tax Commissioner shall annually publish in the State Register the name of every taxpayer asserting this credit on a tax return, and the amount of any credit asserted on a tax return under this article by each such taxpayer, and the confidentiality provisions of section four-a, article one of this chapter or section five-d, article ten of this chapter, or of any other provision of this code, do not apply to such information.

§11-13J-12. Program evaluation; expiration of credit; preservation of entitlement.

Beginning on December 15, 2005, and every third year thereafter, the director shall secure an independent review of the Neighborhood Investment Program created by this article and present the findings to the Joint Committee on Government and Finance. Unless sooner terminated by law, the Neighborhood Investment Program Act terminates on July 1, 2021. There is no entitlement to the tax credit under this article for a contribution made to a certified project after July 1, 2021, and no credit is available to any taxpayer for any contribution made after that date. Taxpayers which have gained entitlement to the credit pursuant to eligible contributions made to certified projects prior to July 1, 2021, shall retain that entitlement and apply the credit in due course pursuant to the requirements and limitations of this article.

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,

Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

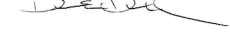
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Bruce E. Decker Signed:   
Date: 06.12.18 Title: Owner

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Collective Impact, LLC

Authorized Signature: [Signature] Date: 06/11/18

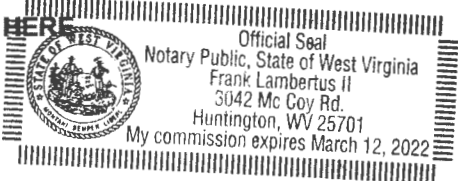
State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 11 day of June, 2018.

My Commission expires 12 March, 2022

AFFIX SEAL HERE



NOTARY PUBLIC Frank Lambertus II