



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***. 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*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

[List View](#)
General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 363208

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0511

Vendor ID: 000000192850 

SO Doc ID: BCF1800000003

Legal Name: ICF INCORPORATED LLC


Published Date: 1/31/18

Alias/DBA:

Close Date: 2/6/18

Total Bid: \$251,244.00

Close Time: 13:30

Response Date: 02/05/2018 

Status: Closed

Response Time: 14:04

Solicitation Description: Consult., Modernizing, Improving TANF Program - Addendum #1

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia
Solicitation Response

Proc Folder : 363208

Solicitation Description : Consult., Modernizing, Improving TANF Program - Addendum #1

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-02-06 13:30:00	SR 0511 ESR01291800000003232	1

VENDOR

000000192850

ICF INCORPORATED LLC

Solicitation Number: CRFQ 0511 BCF1800000003

Total Bid : \$251,244.00

Response Date: 2018-02-05

Response Time: 14:04:05

Comments:

FOR INFORMATION CONTACT THE BUYER

April Battle
(304) 558-0067
april.e.battle@wv.gov

Signature on File

FEIN #


DATE

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	Staff Development and Training	12.00000	MO	\$20,937.000000	\$251,244.00

Comm Code	Manufacturer	Specification	Model #
86132102			

Extended Description :	4.1 Staff Development and Training
------------------------	------------------------------------



Cost Proposal



Consultation Modernization and Improving TANF Program

Solicitation Number: CRFQ 0511 BCF1800000003



February 6, 2018, 1:30 PM EST

Submitted to:

April Battle, File #22

Fax: (304) 558-3970

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

Submitted by:

ICF Incorporated, LLC

9300 Lee Highway

Fairfax, VA 22031





February 6, 2018

April Battle, File #22
2019 Washington Street, East
Charleston, WV 25305

SUBJECT: ICF Proposal 2018_2698 in response to the State of West Virginia's solicitation (CRFQ 0511 BCF1800000003) for "Consultation Modernization and Improving TANF Program."

Dear Ms. Battle,

ICF Incorporated, LLC, hereafter referred to as "ICF," is pleased to provide this Firm Fixed Price (FFP) type proposal in response to the subject request.

ICF's proposal is grounded in our existing relationship with the State of West Virginia and its action plan described in the Systems to Family Stability National Policy Academy experience and informed by decades of expertise in online employability assessment, case management strategies including motivational interviewing, strategic planning, and evidence-informed practice improvement.

We look forward to hearing from the State of West Virginia about the status of our proposal. Please include the following individuals on all correspondence regarding this proposal submission:

- Mr. Joe Raymond, Fellow/Technical Director, by telephone at 703-713-8801, or by email at Joe.Raymond@icf.com
- Mr. Mark Mostad-Klahre, Contracts Administrator, by telephone at 703-934-3138, or by email at Mark.Mostad-Klahre@icf.com

Sincerely,

A handwritten signature in blue ink that reads "Jane M. Ketchum".

Jane M. Ketchum
Senior Manager, Contracts

Table of Contents

Table of Contents	2
1. General Information	3
1.1 Period of Performance	3
1.2 Contract Type.....	3
1.3 Validity	3
2. Basis of Estimate	3
2.1 Direct Labor Rates	3
2.2 Other Direct Costs (ODCs).....	3
2.3 Travel Costs	3
2.4 Price Related Assumptions	3
2.5 Acceptance Criteria.....	4
3. Fixed Price	4
4. Business Information	4
4.1 Invoicing & Payment	4
4.2 Remittance	5
4.3 Company Information	5

Appendix A: Request for Quotation CRFQ 0511 BCF1800000003

Appendix B: Exceptions to General Terms and Conditions

1. General Information

ICF Incorporated, LLC, hereafter referred to as “ICF”, is pleased to provide the following cost proposal to the State of West Virginia for the “Consultation Modernization and Improving TANF Program” program.

1.1 Period of Performance

The proposed period of performance is March 1, 2018 through February 28, 2019.

1.2 Contract Type

ICF has prepared this submission on a Firm Fixed Price basis.

1.3 Validity

ICF’s proposal will remain in effect for a period of ninety (90) days from the due date of this proposal (February 6, 2018). ICF reserves the right to review its submission and to extend its offer or to revise its proposal based on the facts known at the end of the 90-day period.

2. Basis of Estimate

2.1 Direct Labor Rates

ICF used actual salary data dated January 1, 2018 in the development of this price proposal. All fully burdened labor costs are inclusive of salary, anticipated wage escalation, fee, and indirect costs based on ICF Inc.’s 2018 Negotiated Indirect Cost Rate Agreement approved by NIH, ICF Inc.’s Cognizant Government Agency.

2.2 Other Direct Costs (ODCs)

It is ICF's disclosed accounting practice to recover contract specific other direct costs as a direct charge to any specific contract. Such other direct cost elements include but are not limited to PGI Automated Toll-free Audio and reproduction. ODCs, inclusive of all burden, are included in ICF’s price.

2.3 Travel Costs

It is ICF's disclosed accounting practice to recover contract specific travel costs as a direct charge to any specific contract. Such travel cost elements include but are not limited to airfare, lodging, meals & incidentals per diem, local transit, mileage, parking, internet connection charges, and booking fees. Travel Costs, inclusive of all burden, are included in ICF’s price.

2.4 Price Related Assumptions

ICF understands the scope of the work in this order to be related to generating recommendations and plans for the State. Deliverables include plans, memos, and recommendations but the cost

for the design, coding, or rollout of customized software is NOT included in this 12 month cost. Our cost includes only the following deliverables in the 12 month base:

Deliverable	Timeline
Quarterly and <i>ad hoc</i> meetings	Ongoing
Report Format Enhancement Memo	Month 4
Strategic Plan Recommendations	Month 6
Participant Assessment Analysis Memo	Month 6
Workforce Interoperability Memo	Month 6
Workforce Development Model	Month 10
Bridge Model Engagement Plan and Briefing	Month 11
Culture Shift Training Plan and Briefing	Month 11
Bridge BUILDER Strategy and Briefing	Month 12

ICF further assumes that all deliverables (except the Briefings) will be electronic and has assumed limited printing costs. We assume that virtual meetings will be conducted using existing telephony services. ICF's cost assumes staff will attend meetings in the West Virginia office approximately quarterly but not more than 32 person trips per year.

2.5 Acceptance Criteria

ICF assumes that all draft products will be reviewed by the State within two weeks of receipt. Any comments received within that timeline will be addressed and a final draft submitted. If comments are not received within ten working days from date of submission, ICF will assume products are accepted without revision.

3. Fixed Price

The fixed price for this proposal is \$251,244.

4. Business Information

4.1 Invoicing & Payment

ICF has prepared this proposal on a Firm Fixed Price basis. ICF will submit equal monthly invoices in accordance with the invoicing schedule below. Payment is due within thirty (30) calendar days of receipt of invoice.

Year 1	
Invoice Date	Invoice Amount
April 2018	\$20,937
May 2018	\$20,937
June 2018	\$20,937
July 2018	\$20,937



August 2018	\$20,937
September 2018	\$20,937
October 2018	\$20,937
November 2018	\$20,937
December 2018	\$20,937
January 2019	\$20,937
February 2019	\$20,937
March 2019	\$20,937

4.2 Remittance

Electronic Funds Transfer Address	
Payee:	ICF Incorporated, LLC
Account Name:	ICF Consulting Group, Inc.
Bank:	PNC Bank 800 17th Street, NW Washington, DC 20006
ABA Number:	██████████
Account Number:	████████████████████

4.3 Company Information

ICF Incorporated, LLC
EIN: 52-0893615
DUNS: ██████████
CAGE Code: ██████████
Size Status: Large Business

Appendix A
Request for Quotation
CRFQ 0511 BCF1800000003

Appendix A includes the following completed sections:

Designated Contact
Certification and Signature
Addendum Acknowledgement Form
Miscellaneous: 11.1 Contract Manager
Exhibit A – Pricing Page



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: January 29, 2018, at 3:00 PM EST

Submit Questions to: April Battle, File #22

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: april.e.battle@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: Consultation Modernization and Improving TANF Program
BUYER: April Battle, File #22
SOLICITATION NO.: CRFQ 0511 BCF1800000003
BID OPENING DATE: February 6, 2018
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of 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 _____ 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: February 6, 2018, at 1:30 PM EST

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

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

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

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

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

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

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

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

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

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

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

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed 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.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 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 three (3) successive one (1) year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that 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 per occurrence.

☐ **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.

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.

(Name, Title)

Mark C. Mostad-Klahre, Contracts Administrator

(Printed Name and Title)

9300 Lee Highway, Fairfax, VA 22031

(Address)

703-934-3138 / Fax N/A

(Phone Number) / (Fax Number)

Mark.Mostad-Klahre@icf.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.

ICF Incorporated, LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Jane M. Ketchum, Senior Manager, Contracts

(Printed Name and Title of Authorized Representative)

02/06/2018

(Date)

301-572-0890

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0511 BCF1800000003

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

ICF Incorporated, LLC

Company



Authorized Signature

02/06/2018

Date

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

REQUEST FOR QUOTATION
CRFQ 0511 BCF1800000003
Enhancement of the West Virginia Works Program

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Works (WV WORKS) Policy to establish a contract for recommendations for future staff development and training regarding the New Bridge Model, on-site strategic planning meetings, technical assistance to design a workforce development model, to integrate employment and training in Division of Family Assistance WV WORKS Program to broaden the customer's knowledge to obtain and maintain gainful employment.

The WV Bridge Model was developed during the Family Stability National Policy Academy and is designed to emphasize family stability, well-being, job development, job readiness, employment, job retention and stronger families. By using this model, it is a full family, holistic approach eliminating challenges and barriers and focusing on the family dynamic to promote job readiness and employment to lead to stronger families and self-sufficiency.

Information on the WV WORKS Policy is located at:

<http://dhhr.wv.gov/bcf/Services/familyassistance/Documents/Binder4.pdf>

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to "Attachment 1 - Provisions Required for Federally Funded Procurements".

NOTE: The WVDHHR has developed an Equal Employment Opportunity Plan (EEO) Utilization Report and it is available at:

<http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "Contract Services"** means enhancement of the West Virginia Works Program as more fully described in these specifications.
- 2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**REQUEST FOR QUOTATION
CRFQ 0511 BCF1800000003
Enhancement of the West Virginia Works Program**

- 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. Must have worked with the Bridge Model approach to case management for a minimum of one year.

4. MANDATORY REQUIREMENTS:

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

4.1.1 The Vendor must set strategic plans within six months of contract award for monitoring and capturing data for the completion of the program for the WV WORKS customers, who are eligible low income families with dependent children in their home. The strategic plans will define the desired strategic aspirations and measurable benchmarks of success for the WV WORKS Bridge Model Case Management process. These benchmarks need to be reviewed annually with interim quarterly report and include a mix of current federal expectations and other benchmarks. There are five goals to accomplish:

4.1.1.1 Increase the number of WV WORKS Customers who overcome employment challenges.

4.1.1.2 Improve the Employability and Job Skills of WV WORKS customers.

4.1.1.3 Improve WV WORKS family functioning and well-being.

4.1.1.4 Increase the Employment earning capacity of the WV WORKS participants.

4.1.1.5 Improve the effectiveness and efficiency of the WV WORKS program.

4.1.2 Vendor must design and assist with implementing a comprehensive Workforce Development Model for the Bridge Model for WV WORKS Program by monitoring, providing feedback, and in-person meetings with the Agency within the first year of the contract, with a focus on emerging research and best practices to improve participant outcomes by reducing potential employment barriers and working in partnership with participants to develop

REQUEST FOR QUOTATION
CRFQ 0511 BCF1800000003
Enhancement of the West Virginia Works Program

pathways toward sustainable livable wage jobs. Potential employment barriers include items such as transportation, clothing, daycare, and other items that participants need to assist with becoming self-sufficient.

- 4.1.3** Vendor must analyze and provide strategies to improve the effectiveness and efficiency of the WV WORKS program by creating and using a common comprehensive on-line employment readiness assessment tool to ensure consistency among caseworker intake and Bridge Model case management. The on-line employment readiness assessment tool must have components such as mental health, transportation, child care, job readiness, and employment experience. Local offices, field staff and state office will analyze results and advise TANF leadership. All TANF eligible recipients will need to be accommodated. The strategies will be presented after one year of data collection in report format and an in-person meeting with the Agency.
- 4.1.4** Vendor must provide recommendations to increase the annual percentage of WV WORKS staff who implement Bridge Model Case Management at the end of the first year of the contract. The recommendations must be presented in a report format and followed up with an in-person meeting with the Agency.
- 4.1.5** Vendor must provide guidance and oversight providing recommendations for improvement in report format on how to increase the annual percentage of non-traditional service providers in general (including, but not limited to, child care, transportation, after-hours therapy, medical appointments, alcoholics anonymous meetings etc.) by monitoring and making any needed changes to the WV WORKS Bridge Model Case Management Plan in order to support the achievement of the WV WORKS overall vision.
- 4.1.6** Vendor must analyze the results of the Bridge Model that is currently implemented and trained, and make recommendations regarding future training approaches and staff development to facilitate a shift in the worker mindset from the previous compliance-driven model (the case management focused on the individual participating in the program and not taking into account other circumstances that may affect the success of the individual) to a family-centered employment-focused model, which is focused on the entire family

REQUEST FOR QUOTATION
CRFQ 0511 BCF1800000003
Enhancement of the West Virginia Works Program

and not individuals, by informing workers of the value in addressing family circumstances, developing partnerships with community resources; and enhancing job retention efforts, within three months of contract award. The recommendations should be in report format with a follow up in-person meeting with the Agency.

- 4.1.7** Vendor must review and analyze the participant assessment tool (http://intranet.wvdhhr.org/ofs/PDF/Forms/DFA_WVW_3A_Fillable.pdf) to provide recommendations for including motivational interviewing and applicable items from the Online Work Readiness Assessment (OWRA) within six months of award in report format. Information on OWRA is located at: <https://owra.icfi.com/owratanf/>.
- 4.1.8** Vendor must review of the current programs' approach to facilitate a more meaningful relationship with Workforce West Virginia through the Workforce Innovation and Opportunity Act (WIOA) partnership by giving recommendations based on our current practices to improve the use of the services provided by Workforce in report format within six months of contract award.
- 4.1.9** Vendor must meet on site with TANF Leadership at a minimum of quarterly or meetings agreed upon by the Vendor and the Agency.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 Pricing Page:** Vendor should complete the Pricing Page by completely filling out Exhibit A Pricing Page. Multiply Unit Price per Month times Number of Months (12) giving Total. 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 Pages through wvOASIS, if available, or as an electronic document

REQUEST FOR QUOTATION
CRFQ 0511 BCF1800000003
Enhancement of the West Virginia Works Program

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay flat monthly fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
CRFQ 0511 BCF1800000003
Enhancement of the West Virginia Works Program

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Mark C. Mostad-Klahre
Telephone Number: 703-934-3138
Fax Number: N/A
Email Address: Mark.Mostad-Klahre@icf.com

Exhibit A - Pricing Page

Enhancement of the West Virginia Works Program Pricing Page

Line Item	Description	Unit Price per Month	Number of Months	Total
4.1	Staff Development and Training	\$20,937	12	\$251,244
Total				\$251,244

Award will be made to the lowest overall total cost meeting all the mandatory requirements

VENDOR NAME: ICF Incorporated, LLC

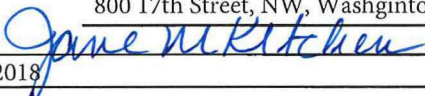
ADDRESS: 9300 Lee Highway
Fairfax, VA 22031

FAX #: N/A

PHONE #: 703-934-3138

E-MAIL ADDRESS: Mark.Mostad-Klahre@icf.com

REMIT TO ADDRESS: PNC Bank
800 17th Street, NW, Washington, DC 20006

SIGNATURE: 
DATE: 2/6/2018

Not Applicable

WV-10
Approved / Revised
12/16/15

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

Date: _____ Title: _____

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

ICF will submit prior to award

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 OTHER 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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

ICF will submit prior to award

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"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. (This subdivision does not apply to a publicly traded company); 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. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised October 7, 2017

ICF will submit prior to award

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: _____ Address: _____

Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

ATTACHMENT 1

Provisions Required for Federally Funded Procurements

- 1. Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
- 2. 2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3. §200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
 - (A)** At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

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

5.2. Contract Cancellation.

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

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

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

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

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

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

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

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

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

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.
5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

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

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

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

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

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

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

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

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

5.6. Damages.

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

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

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

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

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

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

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

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

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.*

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

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

Appendix B

Exceptions to General Terms and Conditions



ICF takes exceptions, and proposes revisions, to the General Terms and Conditions as follows:

5.6. DAMAGES:

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

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


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

Neither party shall be liable to the other for consequential, incidental, special (including multiple or punitive), lost profits or other indirect damages that are claimed to be incurred by the other Party whether such claim arises under contract or other theory of law even if advised of the possibility of such damages.

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 third party 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, and Vendor may modify or replace the services/items to make it non-infringing or provide an equivalent non-infringing substitute; (2) Any third party 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. Notwithstanding anything to the contrary, in no event shall the maximum liability hereunder exceed the amount actually paid to the Vendor under this agreement, or the amount recovered under any applicable insurance coverage, whichever is less. The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of negligent acts or omissions by the State and the Agency, its officers, and employees. This clause will not be construed to bar any legal remedies the Vendor may have for the State's failure to fulfill its obligation under the contract awarded from this solicitation.



Technical Proposal



Consultation Modernization and Improving TANF Program

Solicitation Number: CRFQ 0511 BCF1800000003



February 6, 2018, 1:30 PM EST

Submitted to:

April Battle, File #22

Fax: (304) 558-3970

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

Submitted by:

ICF Incorporated, LLC

9300 Lee Highway

Fairfax, VA 22031





February 6, 2018

April Battle, File #22
2019 Washington Street, East
Charleston, WV 25305

SUBJECT: ICF Proposal 2018_2698 in response to the State of West Virginia's solicitation (CRFQ 0511 BCF1800000003) for "Consultation Modernization and Improving TANF Program."

Dear Ms. Battle,

ICF Incorporated, LLC, hereafter referred to as "ICF," is pleased to provide this Firm Fixed Price (FFP) type proposal in response to the subject request.

ICF's proposal is grounded in our existing relationship with the State of West Virginia and its action plan described in the Systems to Family Stability National Policy Academy experience and informed by decades of expertise in online employability assessment, case management strategies including motivational interviewing, strategic planning, and evidence-informed practice improvement.

We look forward to hearing from the State of West Virginia about the status of our proposal. Please include the following individuals on all correspondence regarding this proposal submission:

- Mr. Joe Raymond, Fellow/Technical Director, by telephone at 703-713-8801, or by email at Joe.Raymond@icf.com
- Mr. Mark Mostad-Klahre, Contracts Administrator, by telephone at 703-934-3138, or by email at Mark.Mostad-Klahre@icf.com

Sincerely,

A handwritten signature in blue ink that reads "Jane M. Ketchum".

Jane M. Ketchum
Senior Manager, Contracts



Table of Contents

Introduction/Executive Summary	1
1. Project Overview and Anticipated Outcomes	1
2. Technical Solution and Approach to Tasks	1
2.1 Strategic Planning and Best Practices (Tasks 4.1 and 4.2)	3
2.2 Online Assessment and Program Improvement (Tasks 4.3 and 4.7)	3
2.3 Case Management and Partnerships (Task 4.4, 4.5, 4.6 and 4.8)	4
2.4 Project Management and Communication (Task 4.9)	5
3. Qualifications of Proposed Personnel	5
4. Corporate Qualifications and Highlighted Experience	7
4.1 Systems to Family Stability National Policy Academy	8
4.2 The Online Work Readiness Assessment	8
4.3 The Online CalWORKs Appraisal Tool (OCAT)	9
4.4 Support for the Maryland Department of Licensing and Regulation	9
4.5 GEAR UP West Virginia	10
5. ICF Certifications and Assurances	10
Conclusion	10



Introduction/Executive Summary

In June 2016, eight sites gathered together in Annapolis, MD, for the Office of Family Assistance (OFA)-funded Systems to Family Stability National Policy Academy. The sites—selected from a pool of competitive applicants—were each assigned an ICF coach to help articulate a vision for the future of employment and self-sufficiency outcomes in their Temporary Assistance for Needy Families (TANF) programs. Maximizing their opportunity, the West Virginia team dove into the task, casting and refining visions for the future of low-income families in their state. With the support of their coach, Joe Raymond, and through unwavering hard work, the aspirational vision for West Virginia was codified and held up as a model for other sites looking to create similar Bridge solutions. Through this procurement, West Virginia stands ready to take the next step in bringing to life the vision cast

1. Project Overview and Anticipated Outcomes

ICF understands this work as a collaborative process by which West Virginia becomes fully equipped to operationalize their aspirations as described at the National Policy Academy. At the conclusion of year 1, West Virginia will have a suite of materials and recommendations that provide a clear path forward in the ongoing operationalization of the Bridge Model's powerful goals and measurable outcomes. In short, as shown in Exhibit 1, *this project is the bridge from where West Virginia is to where it wants to go.*

Exhibit 1: This project provides a path from the current operational culture of the West Virginia WORKS program to the program envisioned in the future.



Project services are more fully described in Section 2: Technical Solution and Approach to Tasks.

2. Technical Solution and Approach to Tasks

The technical solution proposed by ICF is grounded in decades of experience and, more importantly, our deep appreciation for the goals set by West Virginia in the Policy Academy setting. By providing the consistent presence of their assigned Policy Academy Coach, Joe Raymond, ICF offers significant efficiencies of time and resources by avoiding any “getting up to speed” that may be required from another vendor. Coupled with our decade-long experience in customizing online assessment for state clients, ICF is truly ready to begin meaningful work on day 1 of contract award.

ICF envisions the work of this procurement in three interrelated phases, each with their own set of deliverables. Exhibit 2 identifies these phases and describes their timeline, deliverables, and lead staff.



Exhibit 2: The ICF solution uses three phases to accomplish the goals of the project.



The central theme of ICF's approach to the tasks of this procurement is that all project activities further equip West Virginia to turn its aspirational vision into its operational reality. Exhibit 3 forecasts how the activities completed within the first year of this opportunity will advance those objectives and inform the eventual realization of the overall objectives of the state.

Exhibit 3: Project activities turn aspirational vision into operational reality.

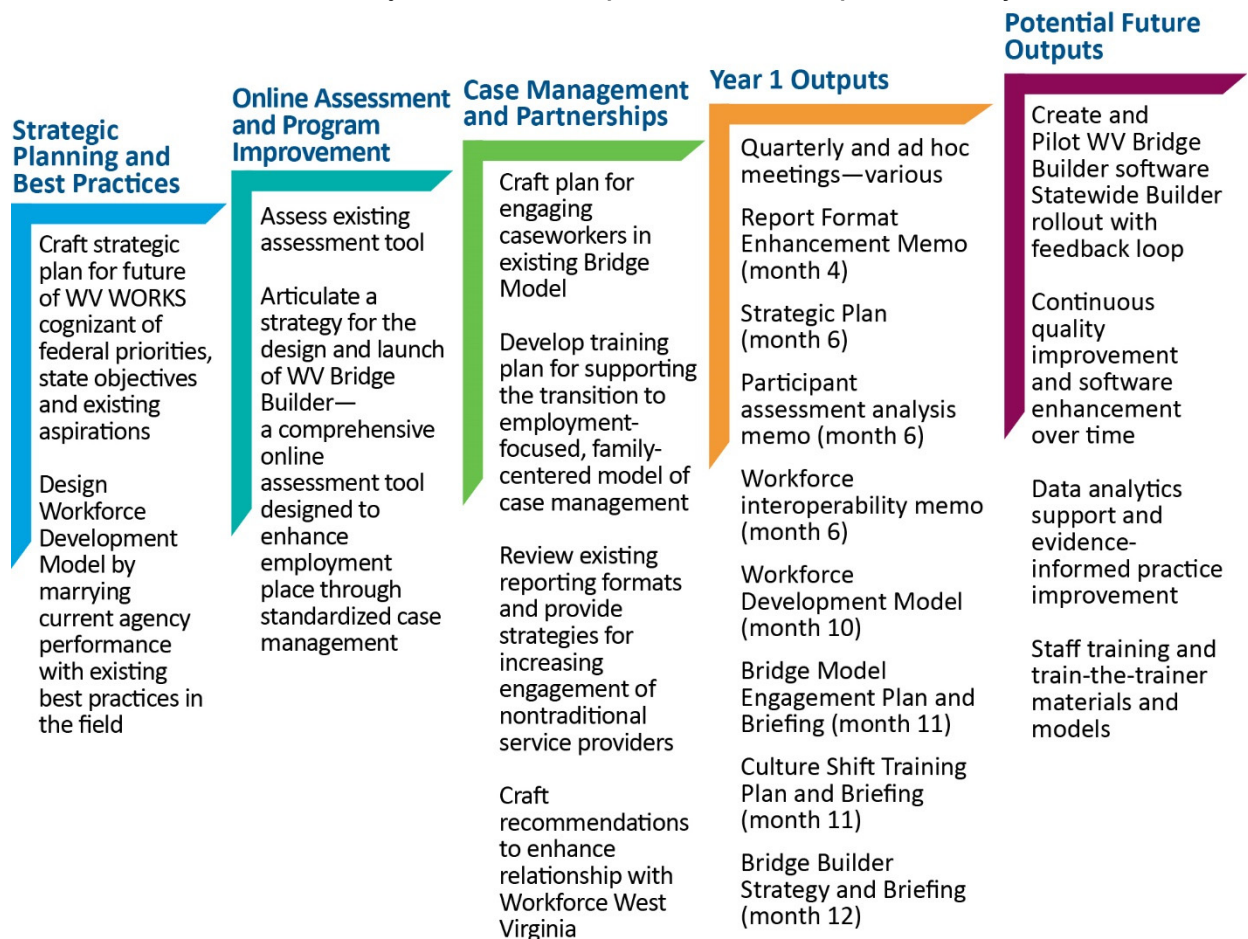


Exhibit 3 provides an overview of the anticipated project schedule (Year 1 Outputs), which will be refined in the initial meeting based on state direction and priorities. Our specific approach to each of the tasks articulated in the procurement follows.



2.1 Strategic Planning and Best Practices (Tasks 4.1 and 4.2)

Within 6 months of contract award, ICF will work with West Virginia to develop a comprehensive strategic plan. Specifically, we will:

- Review and confirm strategic goals and benchmarks
- Review and edit baselines, target, and timeframes and align with fiscal year
- Analyze current data capture capacity methods
- Determine strengths and gaps of current data capture capacity methods
- Recommend strategies and solutions to close data gaps
- Design quarterly reports that encompasses federal and West Virginia benchmark expectations

ICF anticipates the final strategic plan will be a critical component of West Virginia's efforts to link activities to targeted benchmarks and design actionable priorities to create change in the state. The comprehensive Workforce Development Model for the Bridge Model within WV WORKS is an example of the type of action-oriented strategy development that will be supported by strategic planning. To create the customized model, ICF will:

- Analyze and map all current business processes of the current Bridge Model.
- Research and identify national best practices and evidence-based services that support TANF recipients achieve self-sufficiency.
- Identify gaps of the current Bridge Model with recommended best practices and services.
- Develop consensus about integration of new services and practices in the Bridge Model based on evidence-based workforce development knowledge.
- Create a milestone and time-sensitive implementation plan.

Along with the new model, ICF will provide key implementation guidance grounded in the implementation science literature that also underpinned the Policy Academy effort.

2.2 Online Assessment and Program Improvement (Tasks 4.3 and 4.7)

Using a strengths-based approach, ICF will identify strategies that improve the Bridge Model through a comprehensive online employment readiness assessment tool. These recommendations will build on the elements of the Bridge Model that resonate with the state and its caseworkers in order to facilitate eventual uptake and consistent application of future strategies. To accomplish this assessment and develop the recommendations, ICF will:

- Analyze current philosophies, values, and expected skills of TANF staff implementing the Bridge Model.
- Conduct focus groups with TANF customers about Bridge Model effectiveness.
- Analyze and map all current business processes of the current Bridge Model, including currently used paper-based assessments, as well as current supportive service referral processes and supportive services availability.
- Conduct readiness assessment and local site readiness profiles.



- Review any available data about TANF population demographic characteristics.
- Present findings of analytics work and develop strategies to implement an online employment readiness assessment tool that could include data analytics, customized reports, workforce development asset screens, and employability screens to match Bridge Model customers with existing jobs.

Drawing on our extensive experience as the original developers of the Online Work Readiness Assessment (OWRA) and our deep expertise in motivational interviewing and related case management techniques, ICF will provide recommendations for the West Virginia assessment tool (tentatively titled Bridge BUILDER). Tasks related to this deliverable include:

- Review OWRA assessment items
- Compare OWRA assessment items with the needs of the WV Bridge Model
- Develop recommendations about new assessment items for the WV Bridge Model

2.3 Case Management and Partnerships (Task 4.4, 4.5, 4.6 and 4.8)

The Case Management and Partnerships pillar deals with improving case management and building effective internal and external partnerships. The first task is to increase the percentage of WV WORKS staff who use the Bridge Model consistently and with fidelity. In order to do this, ICF will first document the current state of uptake and then, using a mixed-methods approach, seek to understand the barriers to full uptake. Specifically, we will:

- Review any existing data about current staff implementing the Bridge Model.
- Design and implement a staff survey about the Bridge Model's current strengths and challenges.
- Conduct one to three focus groups with key state and local staff.
- Identify key findings about current implementation of the Bridge Model.
- Identify actionable recommendations and implementation timeframes to increase the annual percentage of WV WORKS staff who implement the Bridge Model.

Fully implementing the Bridge Model requires engagement not only of caseworkers, but also of nontraditional service providers in the state. As part of Task 4.5, ICF will seek to understand and improve the engagement of these providers. Specific tasks related to this objective include the following:

- Review philosophy and values of the current WV Bridge Model.
- Analyze the current case management plan framework and tools.
- Assess current availability and level of partnerships with nontraditional service providers.
- Identify strengths and gaps of current case management plan tools and templates.
- Make recommendations to improve the current case management plan tools and templates and connect them to a possible online employment readiness assessment.

Even the best recommendations for engaging staff in the Bridge Model will fall short if there is a skill gap or failure to connect philosophically with a family-centered employment approach. ICF will work with the state to identify



improvements to the Bridge Model training offered to staff. This task requires a deep understanding of the existing approach; review of any available data on uptake, satisfaction, or improved competencies; and review of all materials through an adult learning lens. Specific tasks include:

- Identify and analyze all current training approaches.
- Identify other factors and drivers that may negatively affect staff competence to implement the current Bridge Model.
- Develop findings from the analysis.
- Create a professional development plan to support the effectiveness of the WV Bridge Model (the plan will include but not be limited to the identification of core competencies, short- and long-term training and professional development strategies and approaches, milestones, and an implementation plan).

Along with strengthening internal capacity and training efficacy and engaging nontraditional service providers, the success of the Bridge Model also depends on healthy relationships with Workforce West Virginia and Workforce Investment Opportunity Act (WIOA)-driven programming. Recommendations related to improving this relationship will be informed by ICF's experience with similar efforts in other states and will be grounded in the particular history of the West Virginia story. To arrive at value-added recommendations within 6 months, ICF will:

- Analyze any existing state plans or other data about the existing relationship.
- Conduct key interviews and/or focus groups with key individuals to determine the perception of the current relationship.
- Compare the learning from these explorations with federal or state expectations.
- Review best practices from other states and develop recommendations and options for consideration to create an enhanced strategic relationship.

2.4 Project Management and Communication (Task 4.9)

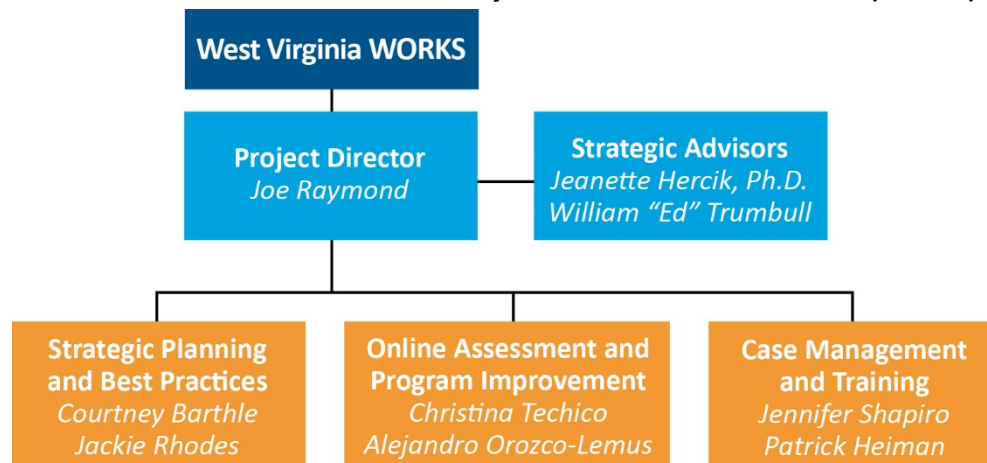
The full suite of project management that underpins project success cuts across the pillars. ICF anticipates the contract will launch with an in-person meeting within 5 days after contract award. At this meeting, we will jointly determine the meeting schedule for the year, establish points of contact, discuss potential workgroups, and, using his proposal as point of departure, refine goals and objectives that will inform the work plan. We further anticipate that we will provide West Virginia with a comprehensive work plan within 2 weeks following the initial meeting.

3. Qualifications of Proposed Personnel

The team of ICF professionals proposed to support West Virginia in operationalizing aspirations defined at the National Policy Academy offers over 200 years of combined expertise in TANF, workforce development, online assessment, motivational interviewing and trauma-informed approaches, case management, strategic planning, and evidence-informed practice improvement. Led by Joy Raymond, a former director of State Economic Services in Maryland and West Virginia lead coach for the Policy Academy, the team is graphically presented in Exhibit 4 and brief biographies of each proposed staff person follows.



Exhibit 4: The ICF Team offers over 200 combined years of TANF and workforce development expertise.



Joe Raymond, proposed project director, has more than 30 years of experience as a local and state social services director, consultant, and subject matter expert on integrated human services, interoperability and program efficiency, and evidence-informed service delivery. The former State Economic Services (TANF, Supplemental Nutrition Assistance Program, etc.) executive director for Maryland, Mr. Raymond more recently served as the lead coach for the West Virginia team at the ICF-led Systems to Family Stability National Policy Academy. During this process, he worked with the West Virginia team to articulate their vision for the future of WV WORKS and codified the elements of a successful Bridge Model. The requirements of the procurement directly map to the good work of that team. Mr. Raymond holds an M.S.W. from the University of North Carolina and an M.P.A. from Harvard University.

Strategic Advisors

In addition to the proposed team, Mr. Raymond will draw on the expertise of Dr. Jeanette Hercik and William "Ed" Trumbull. Dr. Hercik leads ICF's Family Self-Sufficiency work. She provided initial strategic vision for all of ICF's online assessment work, as well as the National Policy Academy. Mr. Trumbull directs ICF's field-leading *Real Work Matters* initiative, bringing decades of workforce development and human services experience to bear on solving interoperability and self-sufficiency employment in states across the nation.

Courtney Barthle, proposed task lead for Strategic Planning and Best Practices, has nearly 20 years of experience in TANF program improvement through evidence-informed practice. She is also a coach (Ramsey County, MN) for the Systems to Family Stability National Policy Academy effort, Ms. Barthle also coached CAP Tulsa during the Health Professions Opportunity Grant program, and she currently serves as the ICF sustainability lead for the U.S. Department of Labor-funded TechHire project. Ms. Barthle has conducted over 150 strategic planning and technical assistance (TA) interventions for TANF and related programs and currently serves as the project director for the Self-Sufficiency Research Clearinghouse, an online portal designed to help translate self-sufficiency research into action for TANF agencies. Ms. Barthle holds an M.P.Aff. from the University of Texas.

Jackie Rhodes, proposed to support strategic planning and best practice identification, has nearly 10 years of experience providing TA for workforce development and human services initiatives for nonprofit organizations, state agencies, and the U.S. Department of Health and Human Services. At ICF, she manages and supports initiatives related to capacity building, workforce systems collaboration, career development, disconnected youth, and family strengthening. As the project manager on the KIPP Career Integration initiative, Ms. Rhodes helped develop a career integration strategy for the KIPP network and currently supports pilot regions as they implement the strategy through coaching and product development. With OFA, Ms. Rhodes led TA initiatives aimed at improving coordination between human services and workforce systems as a result of WIOA. Ms. Rhodes spent 2 years at the Center for Urban Families (CFUF), a community-based nonprofit in Baltimore, MD, where she led the development and



implementation of a nationally focused fellowship program aimed at building leadership capacity and strengthening outcomes across the fields of responsible fatherhood, family strengthening, workforce development, and boys and men of color. Ms. Rhodes holds an M.A. in leadership and management from Notre Dame of Maryland University and a B.A. in sociology from Dickinson College.

Christina Techico, proposed task lead for online assessment and program improvement, will draw on over 20 years of experience in TANF and workforce development to lead the development of the recommendations for the future of assessment in WV WORKS programs. The ICF project manager for the initial design of the OWRA and ongoing system development and refinement of the Online CalWORKs Appraisal Tool (OCAT), Ms. Techico's efforts have supported integrated assessment for over 200,000 low-income California job seekers. Ms. Techico brings the unique perspective of both human services programming and information technology solutions to bear on the development of customized, user-friendly assessment platforms that support state objectives in moving families toward self-sufficiency. Ms. Techico holds a master's degree in education from San Jose State University.

Alejandro Orozco-Lemus, proposed to support the assessment task, has over 5 years of experience providing TA to local, state, and federally funded grantees. As an analyst at ICF, he works on several TANF, workforce readiness, and family self-sufficiency programs, including the Online CalWORKs Appraisal Tool (OCAT). As the OCAT help desk manager, Mr. Orozco-Lemus oversees and works alongside the training and technical assistance (TTA) team to support all 58 California Department of Social Services (CDSS) county offices. He runs capacity-building events, coaches and prepares clients to use the assessment tool, and generates data reports for the client, while also providing support to caseworkers onsite and virtually. Mr. Orozco-Lemus holds a B.A. in anthropology and is a Carnegie Mellon public policy fellow.

Jennifer Shapiro, proposed case management and partnership co-lead, is a training manager with ICF and specializes in developing and delivering training for TANF and workforce development programs on topics pertaining to comprehensive case management, interviewing techniques, and circumstances that may negatively impact family stabilization and long-term employment, including poverty, effects of trauma, substance use disorders, mental illness, and domestic violence. In her prior work with the Colorado Department of Human Services, she helped develop and deliver a case management training and a domestic violence training for Colorado TANF case managers and workforce coaches. Her career has included a variety of roles focused on enhancing family well-being through the administration of federal and state-funded programs such as TANF, the National Healthy Marriage Initiative, and the Colorado Responsible Fatherhood Initiative. Ms. Shapiro holds a B.S. in cognitive science from the University of Texas at Dallas.

Patrick Heiman, proposed case management and partnership co-lead, has over 10 years of experience working with TANF and other human services programs to provide TTA and program improvement supports. Mr. Heiman currently serves as the lead trainer and TA provider for OCAT—a statewide initiative to help counties and tribes make informed decisions about a participant's readiness to successfully secure employment and move toward economic self-sufficiency. He is one of the lead TA providers for the OFA TANF Training and Technical Assistance Project, a former Health Profession and Opportunity Grant. He has been a TA coach for five rural grantees and has previously worked with the State of West Virginia's TANF program as part of OFA's Rural Communities Initiative. Over the past decade, Mr. Heiman has worked with dozens of states and tribes on TANF-focused trainings and TA offerings in areas such as motivational interviewing, client assessment and appraisal, career pathway development, and caseworker secondary trauma. He also serves as a TANF, food assistance, and workforce development subject matter expert on the Self-Sufficiency Research Clearinghouse, an online resource designed to help translate self-sufficiency research into action for TANF agencies. Mr. Heiman holds an M.P.A. from the Middlebury Institute of International Studies at Monterey.

4. Corporate Qualifications and Highlighted Experience

ICF is a global consulting services company with over 5,000 specialized experts, but we are not your typical consultants. At ICF, business analysts and policy specialists work together with digital strategists, data scientists, and



creatives. We combine unmatched industry expertise with cutting-edge engagement capabilities to help organizations solve their most complex challenges. Since 1969, public and private sector clients have worked with ICF to navigate change and shape the future. We have offices around the world and close to home (e.g., Charleston, WV). For clients like West Virginia, this means access to a deep pool of experts in human services, workforce development, case management, training, adult learning, data analytics, and systems design and development. ICF offers West Virginia extensive expertise with both federal and state landscapes, which allows us to easily navigate state-managed but federally funded initiatives. **Partnering with ICF will allow West Virginia to align resources and activities with targeted, measurable outcomes.**

A brief sample of our relevant work is included for reference. This work includes over 1 year of experience with the West Virginia Bridge Model through the Systems to Family Stability National Policy Academy.

4.1 Systems to Family Stability National Policy Academy

The 2015–2016 Systems to Family Stability National Policy Academy (Policy Academy or Academy) was an 18-month initiative sponsored by OFA. During the Academy, eight state and local teams—including West Virginia—designed and built systems to improve family economic security. The Policy Academy supported teams in:

- Aligning TANF and workforce systems
- Improving business processes and system coordination
- Enhancing case management through coaching, motivational interviewing, and whole-family approaches

Support was grounded in implementation science principlesⁱ and evidence-based TA.ⁱⁱ Dedicated coaches helped teams assess their readiness for change by completing readiness assessments with each team. These assessments asked teams about their exploration activities, justification for their Academy focus, existing organizational capacities, and proposed implementation activities. Coaches worked with teams to develop logic models to identify short- and long-term goals. Coaches also supported creation of detailed strategic action plans. Coaches met virtually with teams monthly to refine and update action plans. They also discussed implementation challenges, and connected teams with expert consultants and peer teams. Virtual training, peer exchanges, and expert-led TA were also provided to teams. Two oft-cited outcomes of the Policy Academy event are the Bridge Models developed by West Virginia (coached by Joe Raymond) and Ramsey County, MN (coached by Courtney Barthle).

4.2 The Online Work Readiness Assessment

Since 2007, OFA has contracted with ICF to develop and deliver the OWRA tool to better identify strengths and barriers to employment by leveraging technology platforms to assist caseworkers in helping multiple-barrier clients attain self-sufficiency. The OWRA tool, when coupled with capacity-building training of caseworkers and other social service organization users, provides a way to create a safe and methodical framework for caseworkers to gain a nuanced and comprehensive understanding of their clients' experience, circumstances, goals, and needs to inform the development of a self-sufficiency plan. OWRA offers an innovative approach to creating a plan for clients that summarizes their strengths and barriers, and it makes recommendations on placement into work activities and work supports. OWRA also helps case managers connect TANF participants to labor market information as well as local workforce demands and needs through the Work Readiness Resource, a career planning tool that allows participants to assess their skills, interests, and abilities; prepare for careers; and access other online resources and self-assessment tools. The OWRA tool was field tested in 21 localities in 5 states, 2 tribes, and the District of Columbia between 2009 and 2010, and it was implemented in the State of South Carolina and Cook County, IL, in 2011. In 2013, OWRA was expanded for usage by a larger audience and tested in two community-based organizations: Jewish Family and Children Services in Florida and Supportive Integrated Services in Louisiana. In 2015, OWRA was field tested with CFUF in Baltimore, MD, to test the Employment Projections module.



The contract awarded in September 2016 takes the OWRA tool further in the implementation of wraparound TA and system technology to assist states and social service agencies as they improve economic supports for clients. Currently, ICF provides wraparound TA and help desk support to current and potential OWRA users by conducting customized demonstrations of the tool for organizations and agencies around the country, disseminating critical information on OWRA through infographics and promotional videos posted on the OWRA website, and exhibiting the OWRA tool and corresponding materials at federally sponsored conferences and meetings. Specifically, ICF develops case studies aimed at understanding and highlighting the use of OWRA throughout the country by summarizing lessons learned and promising practices and by exploring additional enhancements to OWRA as indicated by feedback from users in the field. These users have included sites such as the District of Columbia, Maryland, New Hampshire, North Dakota, Colorado, and California. More than 1,000 entities have downloaded the tool.

4.3 The Online CalWORKs Appraisal Tool (OCAT)

Contracted by CDSS, ICF has developed, deployed, and provided wraparound training and TA for OCAT since 2014. OCAT is a comprehensive web-based application for use by caseworkers with participants in the CalWORKs program—the welfare program that gives cash aid and services to eligible families in California. It streamlines work readiness planning activities, assists caseworkers with understanding clients’ strengths and barriers to work, identifies needed services, and standardizes the appraisal and service provision process across a county caseload. OCAT also enables supervisors and county leadership to understand their client population needs through targeted report information. OCAT is a strengths-based tool that covers a wide range of topics including employment history, interests and skills, educational history, learning needs, language fluency, housing, access to transportation, general health, emotional and mental health, substance use issues, childcare, and domestic abuse. Based on this collected information, OCAT generates customized recommendations for the caseworker and client to review as they develop the client’s plan to progress through work readiness activities. These recommendations are compiled in an Appraisal Summary and Recommendations report that may be used as an actionable agreement between the client and caseworker.

Online CalWORKs Appraisal Tool



During the initial phase of the project, ICF solicited feedback from county caseworkers and supervisors, staff from CDSS and the County Welfare Directors Association, advocates, and legislative offices to identify hundreds of California-specific modifications that would be included in OCAT. The prototype version was pilot tested, and additional feedback was collected through conversations, surveys, and focus groups to inform the development of the first generation of the tool. To accompany the rollout of OCAT throughout the state, ICF designed and delivered training to more than 350 county trainers, supervisors, and others to build county-based training and troubleshooting capacity on the specifics of the tool. ICF also provided training in rapport-building interviewing techniques to support strong engagement between the county worker and program participant and to help counties optimize business processes with the use of OCAT. ICF supported the counties in customizing training rollout plans in each of the 58 counties. Since the launch of the tool, ICF has staffed a help desk with a focus on supportive customer service approaches and protocols, trained county administrators to establish the hierarchy of users in each county, launched an online learning center to house online training modules and resources, and provided regular check-ins with the counties to foster the exchange of ideas, lessons learned, and best practices throughout the state. ICF convenes the counties regularly for targeted TA and provides a platform to support them in sharing information that supports successful statewide implementation. To date, ICF has conducted more than 200,000 appraisals.

4.4 Support for the Maryland Department of Licensing and Regulation

ICF provided consultation and facilitation in support of Maryland’s policy team as part of the OFA TANF-WIOA Policy Academy process. Primary products included development of fundamental strategic intentions, including careful articulation of strategic goals and measurable benchmarks of success in support of a more comprehensive and integrated Maryland Workforce system. The Maryland Department of Licensing and Regulation has now formally engaged ICF to provide ongoing strategic planning services, which includes planning to organize and govern the



implementation of this initiative, and direct facilitation of various workgroups relating to policy alignment, communication planning, professional development and training, data and benchmarking, and overall executive strategy.

4.5 GEAR UP West Virginia

ICF manages several projects in and for West Virginia through our Charleston office. With subcontractor Xcalibur, ICF is conducting an external program evaluation of West Virginia's Gaining Early Awareness and Readiness for Undergraduate Programs (WV GEAR UP) program. WV GEAR UP serves 50 high-poverty middle and high schools situated in 10 county school districts in West Virginia. The program has four primary objectives: (1) increase participating students' academic performance and postsecondary performance; (2) increase high school graduation and postsecondary participation rates; (3) increase students' and families' education expectations and knowledge of postsecondary options, preparation, and financing; and (4) increase GEAR UP educators' knowledge to improve student achievement and success in postsecondary education.

5. ICF Certifications and Assurances

ICF certifies our understanding of the physical access requirements (none requested at this time), and all laws, procedures, and requirements as articulated in the procurement documents. The contract manager for this initiative will be Joe Raymond. ICF certifies that Mr. Raymond will be available as the primary point of contact for West Virginia during typical business hours.

Contract Manager	Joe Raymond, Technical Director, ICF
Telephone Number	703-713-8801
Fax Number	703-934-3740
Email Address	Joe.Raymond@icf.com

Conclusion

Through this work, West Virginia will turn their aspiration vision into their operational reality. With the support of ICF and the commitment of WV WORKS leadership, the future articulated at the Academy is within reach. This opportunity operationalizes the recommendations needed to take the next steps in this journey. ICF welcomes the opportunity to continue our partnership with West Virginia on this critical initiative.

ⁱ National Implementation Research Network. (n.d.). *Implementation science defined*. Retrieved from <http://nirn.fpg.unc.edu/learn-implementation/implementation-science-defined>

National Implementation Research Network. (2015). *Implementation drivers: Assessing best practices*. Retrieved from <http://implementation.fpg.unc.edu/sites/implementation.fpg.unc.edu/files/NIRN-ImplementationDriversAssessingBestPractices.pdf>

ⁱⁱ Wandersman, A., Chien, V. H., & Katz, J. (2012). Toward an evidence-based system for innovation: Support for implementing innovations with quality: Tools, training, technical assistance, and quality assurance/quality improvement. *American Journal of Community Psychology*, 50(3–4), 460–461.

Metz, A., Bartley, L., Ball, H., Wilson, D., Naoom, S., & Redmond, P. (2014). *Active Implementation Frameworks (AIF) for successful service delivery: Catawba County Child Wellbeing Project* (Research on Social Work Practice No. 1–8).