



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

Request for Quotation

RFQ NUMBER
DJS010251

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF JUVENILE SERVICES
NORTHERN REGIONAL JUVENILE
DETENTION CENTER
1000 CHAPLINE STREET
WHEELING, WV
26003 **304-558-2036**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/07/2008				

BID OPENING DATE: **06/17/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		990-46		
SECURE DETENTION & OPERATION SERVICES						
REQUEST FOR PROPOSALS (RFP)						
CONTRACT TO PROVIDE SECURE DETENTION SERVICES FOR THE NORTHERN JUVENILE CENTER, PER THE SPECIFICATIONS.						
MANDATORY PRE-BID: 5/28/2008; 11:00 AM						
WV DIV. OF JUVENILE SERVICES						
1200 QUARRIER STREET						
CHARLESTON, WV 25301						
CONTACT: BRUCE BLACKHURST						
(304) 558-9800 ETX. 2049						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON						
..... AND EXTENDS FOR A PERIOD OF ONE (1)						
YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS						
NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						
ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL						
NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE						
TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY						
REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS						
WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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 WHEELING, WV
 26003 304-558-2036

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2008				

BID OPENING DATE: **06/17/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING</p>						

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05/07/2008				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO</p>						

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REQUEST FOR PROPOSAL
WEST VIRGINIA DIVISION OF JUVENILE SERVICES
SECURE DETENTION SERVICES
DJS010251

PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Military Affairs and Public Safety, Division of Juvenile Services, hereinafter referred to as "Agency", to provide secure detention services for juveniles in the custody of the Agency in the Northern Panhandle of West Virginia. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Project:

The successful vendor will provide secure detention, unit management and transportation services to juvenile offenders committed to custody of the Agency by any court having jurisdiction in State of WV; primarily to provide services to the said co-ed juvenile population in the area of the state known as the Northern Panhandle, a multi county area.

These services will be provided at the successful vendor's facility located in the Northern Panhandle of West Virginia.

The West Virginia Division of Juvenile Services, further known as Agency, is a division within the Department of Military Affairs and Public Safety, and was established to operate juvenile facilities in West Virginia to provide a continuum of care for those youth in our custody.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

John Abbott, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 Vendor Registration:

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

1.6 Oral Statements and Commitments:

Vendor must clearly 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 Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 Mandatory Requirements.

Any specification or statement containing the word "must", "shall", or "will" are mandatory. Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Vendors responding to this RFP shall submit:

One original technical and cost (**cost shall be in a separate sealed envelope**) plus (3) convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: John Abbott
Req#: DJS010251
Opening Date: 06/17/2008
Opening Time: 1:30 pm

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 *Evaluation Criteria*: All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 *Proposal Format and Content*: Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 *Technical Bid Opening*: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation*: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 *Cost Bid Opening*: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 *Cost Evaluation and Resident Vendor Preference*: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference 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. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 *Contract Approval and Award*: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 *Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 **Schedule of Events:**

Release of the RFP:	05/08/2008
Vendor's Written Questions Submission Deadline:	05/22/2008
Mandatory Pre-bid Conference:	05/28/2008
Addendum Issued	
Bid Opening Date:	06/17/2008
Oral Presentation	

1.17 **Mandatory Pre-bid Conference:** (Agency Option)

A mandatory pre-bid conference shall be conducted on the date specified above. Said conference will be held at Division of Juvenile Services Central Office, Second Floor, 1200 Quarrier St. Charleston, WV 25301 **All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

1.18 **Purchasing Affidavit:**

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 **General Terms and Conditions:**

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 *Conflict of Interest:*

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.19.2 *Prohibition Against Gratuities:*

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

1.19.3 *Certifications Related to Lobbying:*

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 *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 the parties to 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 RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 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 laws.

1.19.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

1.19.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the

prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.19.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.19.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

1.19.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change

order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.19.14 Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

1.19.15 Liquidated Damages: N/A

1.19.16 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

The Division of Juvenile Services' central office is located at 1200 Quarrier Street, Charleston, West Virginia 25301. However, the services are to be provided in the area of the state known as the Northern Panhandle. The Northern Panhandle consists of the counties of Hancock, Brooke, Ohio, and Marshall. The facility must have the capacity and be licensed to serve up to a maximum of 19 beds on any given day. There will be no guarantee as to the number of Juveniles that will be housed on any given day at the facility.

2.2 **Background:**

The Agency is responsible to provide secure detention and transportation services to all juvenile offenders that have been committed to custody of the Agency by any court having jurisdiction in State of WV. The Agency is currently seeking a vendor to provide these services to the co-ed juvenile population in the area of the state known as the Northern Panhandle, a multi county area. The vendor will provide services consistent with those juveniles residing within other facilities in the State of West Virginia, which will meet American Correctional Association (ACA) Standards for juvenile detention facilities, Division of Juvenile Services Policies and Procedures, and all State and Federal laws and guidelines.

The Division of Juvenile Services Policies and Procedures cover every aspect of the Day to Day Operations of a Juvenile Facility. The successful Vendor will only be required to follow the Policies related to the care and treatment of Juveniles and not those policies related to employees except as noted in other sections of this RFP.

PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES

3.1 **General Requirements:**

1. Delivery of all services must be in compliance with the West Virginia Division of Juvenile Services' policies and procedures, ACA Guidelines and all applicable local, State and Federal laws and guidelines.
2. Residential services will be provided for pre-adjudicated juveniles that have been accused of violating the laws of the State of West Virginia and juveniles that have been convicted of violating the laws of the State of West Virginia and are awaiting placement in another facility.
3. Transportation services will be provided for juveniles placed at the facility who are to be transported to an approved outside appointment, court date or another Division of Juvenile Services Facility.

3.2 **Scope of Work:**

- A. Vendor agrees to accept custody of juveniles committed by the Court of any West Virginia county, but primarily by those counties known as the Northern Panhandle. A Division of Juvenile Services' residential facility is not required to accept a juvenile if the juvenile appears to be in need of medical attention of a degree necessitating treatment by a physician. If a juvenile is refused pursuant to this provision the Division of Juvenile Services' residential facility, may not subsequently accept the juvenile for detention until the arresting or transporting officer provides the Division of Juvenile Services' residential facility, with a written clearance from a licensed physician reflecting that the juvenile has been examined and, if necessary, treated and which states that in the physician's medical opinion the juvenile can be safely confined in the Division of Juvenile Services' residential facility. This exception is based on W.Va. Code §49-5-8(f). Vendor will submit to oversight of operations by the Agency as it

relates to judicial activity, including but not limited to, disposition and movement of juveniles committed to the custody of the Agency.

B. Specific needs of juveniles shall be met as follows:

Clothing

It is the responsibility of the Vendor to provide and maintain clean clothing for each juvenile during the time of commitment. The clothing would include at least four sets of clothing to allow for wash time. Those clothing items are as follows:

Shirt	Shower Shoes
Shoes	Underwear
Socks	Trousers
Sleepwear	Jacket

Healthcare Services

The Vendor will provide Healthcare Services according to the guidelines set forth by the ACA Standards for Juvenile Detention Facilities. For medical services provided by an outside provider and prescription medications the vendor will be provided with a specialized medical card to be used to obtain services for Juveniles in custody.

Behavioral health

The Division of Juvenile Services will provide behavioral health care services under separate contracts at no cost to the vendor. Vendor will be provided a copy of the contract. The vendor will be required to provide transportation and security arrangements for any approved appointments outside of the facility.

Education

The State Board of Education is responsible for providing classroom personnel and educational programs on a year-round basis to juveniles in the Agency's custody. Vendor shall coordinate with the Agency and the State Board of Education in accordance with State Code §49-5E-7.

Meals

The Vendor will provide meals according to the guideline set forth by the ACA Standards for Juvenile Detention Facilities.

Recreation

The Vendor will provide recreation according to the guidelines set forth by the American Correctional Association Standards for Juvenile Detention Facilities.

Programming

The vendor will provide daily programming which meets the guidelines of ACA and DJS policies and procedures to include individual and group counseling along with other program areas already stated in this document.

The Agency reserves the right to utilize a portion of the available beds as a Specialized Treatment unit, if the Agency would determine the need for such a unit in the Northern Panhandle area. If the Agency were to create such a Specialized Treatment all Specialized Treatment would be provided under a separate contract at no cost to the Vendor. The Vendor would continue to be responsible for the Room Board and Supervision of the Juveniles being served in the Specialized Treatment Unit.

Case Management services:

The vendor will provide case management services to include at a minimum, psychosocial histories, service planning, liaison with the court system and collateral service providers, participating in the MDT process, and ensuring the provision of services as prescribed in the service plan.

- C. Vendor agrees to furnish a written Incident Report to the Agency immediately after any incident which requires the use of physical or mechanical restraints upon a resident. The vendor will utilize the standard Agency incident report form and submit it by fax or electronically as soon after the incident as possible. The vendor also agrees to notify the Agency of any incident or situation that may endanger the safety of any resident or staff member or threaten the security of the facility. Additionally, the vendor will supply reports and statistics including, but not limited to the following:
- a. Daily admissions, re-admissions, and discharges;
 - b. Daily and average population;
 - c. Weekly reports of significant items;
 - d. Transportation activities and costs;
 - e. Health care activities and costs.
- D. Vendor will employ security staff with qualifications equivalent to the qualifications of those employees of the Agency in correlating positions.

Vendor will supervise all agents and employees to ensure that all operations are conducted in accordance with all applicable provisions of the United States and West Virginia Constitutions, Federal and State law and Agency policies. Vendor will ensure compliance with all applicable Agency Policy Directives regarding employee qualifications, training, and standards of conduct. Security staff must undergo a pre-employment psychological evaluation and shall be subject to re-evaluation as determined necessary at the vendor's expense. Psychological can be conducted by vendor but must be reviewed by Division of Juvenile Services' Psychologist prior to any staff being hired. Security staff will be required to attend the Agency's Training Academy at no cost to the vendor other than the employee's wages and travel expenses. The vendor will provide a standard uniform or style of clothing that is distinct and consistent for all security staff.

- E. Vendor must have the Facility Director attend the Administrators Meetings scheduled by the Division of Juvenile Services. Administrators Meetings will be held 3-4 times per year and will last 2-3 days. The Facility Director will be required to attend the Administrators Meetings at no cost to the vendor other than the employee's wages and travel expenses.
- F. Vendor must meet the minimum required staffing pattern based on the daily census of residents at the facility. The vendor must have a minimum of one Female security staff on duty at all times for a facility that houses female residents. The vendor may use full time and part time staff to provide sufficient staff to meet the required staffing pattern. Full time staff is defined as staff working the equivalent of 40 hours per week and part time staff would be anything less than 40 hours per week on a regular basis. **The minimum staffing pattern for the security of the facility is one staff per every 8 residents during the waking hours (7AM to 11 PM Daily) and one staff for every 12 residents during sleep hours (11PM – 7 AM).** Although the Vendor will be permitted to utilize part-time employees in the staffing pattern for the secure detention, unit management and transportation services, part-time staff shall not be used to the extent that continuity of care is impaired or staff is not adequately familiar with the specialized nature of the services required for secure detention, unit management and transportation services. The Division of Juvenile Services reserves the right to audit the Vendor's use of part-time staff to determine the impact upon the quality of care provided and to insure that the required staffing patterns are met.
- G. The Division will reimburse the Vendor for miles driven while transporting residents. Reimbursement will be made at the prevailing rate per mile established by the WV Travel Management Office, for actual miles traveled using the shortest practical route to the point of arrival at the destination and to return to the facility. This rate is intended to cover all operating costs of the vehicle (including fuel, maintenance, depreciation,

insurance, etc.), and no additional reimbursement will be made. The payment for the transportation services will be paid monthly.

- H. Vendor's per-diem rate is per occupied bed based on the number of residents housed on each day. The per-diem rates must be an amount which includes room and board, personal incidentals, replacement clothing, recreation, secure transportation, related supervision and administration, and other services as described in Part 1. Payment of the per diem charges shall be made from state funding sources and billing may be made monthly or bi-monthly at the choice of the Vendor. The pricing may be based on a straight per-diem or a graduated level based on the occupancy level.
- I. Vendor will be responsible for the maintenance of their facility to maintain a safe and secure facility to meet ACA Standards. The Agency reserves the right to inspect the facility to ensure a safe and secure environment. Inspections will be completed randomly by an Agency representative throughout the year. Vendor will be supplied a report of deficiencies and will have up to sixty days to comply depending on the severity of the deficiency.
- J. The Agency reserves the right to Audit and Monitor the records of the Vendor to insure that the vendor meets the Minimum Staffing Pattern required for the daily operations of the Facility and that any and all Division of Juvenile Services Policies are followed.
- K. The Agency defines what constitutes a day of occupancy as follows:
 1. Any Juvenile that is admitted to the facility and released in less than two hours will not be charged to the agency;
 2. Any Juvenile that is admitted prior to six o'clock (6pm) in the evening will charged to the agency at the appropriate per diem rate for the admission date provided the Juvenile remains in the facility over 2 hours;
 3. Any Juvenile admitted and release on the same date. Regardless of the time, will be charged to the agency for one (1) day at the appropriate per diem rate as long as the Juvenile has been in the facility over two (2) hours;
 4. Any Juvenile admitted after six o'clock (6 pm) in the evening and is released prior to ten o'clock (10 am) in the morning the following day, the per diem rate will be charged to the agency for one day only;
 5. Any Juvenile admitted after six o'clock in the evening and released from custody after ten o'clock in the morning on the following day, the agency will be charged the appropriate per diem will be charged for two days;
 6. Any Juvenile that is transported outside the facility on the day of their release will be charged to the agency based on the on the time the physical custody changes. There will be no charge for a Juvenile that is released prior to ten o'clock and the full per diem will be charged if the release time is after ten o'clock;

3.3 **Special Terms and Conditions:**

3.3.1 **Insurance Requirements:** \$1,000,000.00 coverage for liability. Certificates of Insurance will be required prior to award but are not required at the time of bid.

3.3.2 **License Requirements:** All West Virginia Business Licenses must be current. Vendor must provide proof that Workers Compensation Coverage is in place and current.

3.3.3 **Purchasing Affidavit:** West Virginia State Code 5A-3-10a(3) (d) requires that all vendors submit an affidavit of debt which certifies that there are no outstanding obligations or debt owing the State of West Virginia. The Debt Affidavit is attached to this request for proposal which should be completed, signed and returned with the vendor's proposal. If bidding a joint proposal, a Debt Affidavit must be completed for all vendors.

PART 4 PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

4.1 **Vendor's Proposal Format:**

The proposal should be formatted in the same order, providing the information listed below:

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

Section I – Means and Methods for the Delivery of Services

The vendor should provide a work plan that consists of the following items:

- a. Implementation of the Agency's recommended programming and treatment modules as utilized by those regional detention facilities presently owned and operated by the State of West Virginia.
- b. Ability to work in collaborative effort with Agency staff to monitor and ensure success of program goals.
- c. Ability to coordinate and provide supporting administration for the provision of medical and behavioral health diagnosis and maintenance for juvenile residents.
- d. Ability to manage a secure juvenile detention facility with a capacity of up to 19 juveniles, in compliance with all applicable standards.
- e. Service components to include food service, laundry service, optional religious services, security, recreation and unit management.

- f. Ability to provide for the secure transportation of juveniles to necessary medical appointments, required court appearances, other approved visits outside of the facility and to other Agency facilities when necessary.

Please provide a description of how the vendor can provide management of the facility, provide the required staffing, your mission statement, and existing programs of a similar nature. Provide the qualifications and educational standards that will be used to hire the required staff.

Section II – Proposed Staffing Pattern

Identify all personnel by function for the delivery of Secure Detention Services, including “Full-Time Equivalents” for each category of staff. The Division of Juvenile Services reserves the right to audit the Vendor’s use of part-time staff to determine the impact upon the quality of care provided.

Bidders should specify their use of staff for each of the personnel categories included in this procurement. See Appendix A

Discuss recruitment procedures, provisions for compliance with equal employment opportunity requirements, provisions for staff training and orientation plans for newly employed personnel, availability of employee assistance programs, and employee performance evaluation programs.

Section III – Previous Experience

Vendor should include a statement of their previous experience with operating similar facilities.

Vendor should include the following information on the vendor’s current or former operations. This information should include:

1. Company Profile
2. State organized to provide residential services
3. Description of Current or Former Residential Services Contracts to include the following information for each Contract.
 - a. Name of existing facilities
 - b. Number of residents served
 - c. Programs offered by the facility
 - d. Specialized treatments offered
 - e. Payer source(s) for the facility
4. Corporate Structure and organization

Section IV – Presentation and Interview

The evaluation team will schedule interviews with all prospective vendors where the vendor can present their submitted proposal. The vendor may not be permitted to add additional information to the proposal.

Section V - Cost

Please provide your proposed Pricing Structure for the proposal as defined on Exhibit B

The cost proposal can be submitted in either of the two formats listed below:

- a. A fixed cost for each resident (same cost for each of the residents in the facility on a daily basis).
- b. A variable rate based on the number of residents on a daily basis such as:

Residents 1-8	\$ AAA
Residents 9-14	\$ BB
Residents 15 – 19	\$ CC

These breakpoints have been established based on the required staffing pattern in Section 3.2.G. The calculation for a daily cost for 15 residents would be as follows:

EXAMPLE

	8 Residents	@ \$AAA
Plus	6 Residents	@ \$ BB
Plus	1 Residents	@ \$ CC
For a Total Cost of		\$ XXXX per Day

For comparison purposes all cost proposals will be evaluated at an average daily population of 15 residents regardless of the format used.

IF A VENDOR PROVIDES BOTH FORMATS IN THEIR COST PROPOSAL THE LOWEST COST BASED ON AN AVERAGE POPULATION OF 15 RESIDENTS PER DAY WILL BE USED FOR COMPARISON. THE AGENCY WILL NOT GUARANTEE ANY SET MINIMUM POPULATION ON ANY GIVEN DAY.

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.3 Evaluation Criteria: The following are the evaluation factors and maximum points possible for technical point scores:

- a. Mean & Methods for Deliver of Services 25
- b. Proposed Staffing Plan 15

c. Previous Experience	20
d. Presentation and Interview	10
e. Cost	<u>30</u>

Total 100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all vendors who attained the Minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 3. The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

4.5. Cost Proposal Format/Bid Sheets

In addition to the technical proposal to be submitted in response to this requisition, each bidder shall submit a separate, sealed cost proposal for the provision of Secure Detention Services included in the procurement. The price proposal will not be opened until the evaluation of the technical proposal has been completed.

APPENDIX A Facility Staffing Plan

Personnel Category (Capacity)	FTE's
Program Director (Facility Director)	
Case Manager	
Counselor	
Director of Security Staff	
Supervisory Security Staff (Shift Supervisors)	
Security Staff	
Clerical / Support Staff	
Cooks / Kitchen Personnel	
Custodial / Maintenance / Laundry Staff	
Clerical Staff	
TOTAL STAFF	

Appendix B Rate Proposal

- A. A fixed cost for each resident (same cost for each of the residents in the facility on a daily basis).

Rate Per Resident \$ _____

For a Total Cost of \$ _____ per Day for 15 Residents

OR

- B. A variable rate based on the number of residents on a daily basis such as:

Residents	1 - 8	\$ AAA
Residents	9 - 14	\$ BB
Residents	15 - 19	\$ <u>CC</u>

These breakpoints have been established based on the required staffing pattern in Section 3.2.G. The calculation for a daily cost for 15 residents would be as follows:

	8	Residents	@	\$ _____
Plus	6	Residents	@	\$ _____
Plus	1	Residents	@	\$ _____
For a Total Cost of				\$ _____ per Day

For comparison purposes all cost proposals will be evaluated at an average daily population of 15 residents regardless of the format used.

IF A VENDOR PROVIDES BOTH FORMATS IN THEIR COST PROPOSAL THE LOWEST COST BASED ON AN AVERAGE POPULATION OF 15 RESIDENTS PER DAY WILL BE USED FOR COMPARISON. THE DIVISION OF JUVENILE SERVICES DOES NOT GUARANTEE ANY MINIMUM POPULATION ON ANY GIVEN DAY.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____