



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

Solicitation

NUMBER
DJS130001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF JUVENILE SERVICES
 SECOND FLOOR
 1200 QUARRIER STREET
 CHARLESTON, WV
 25301 304-558-6029

DATE PRINTED
05/30/2013

BID OPENING DATE: 06/27/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		948-76		
<p>***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 06/11/2013 AT 1:00 PM AT THE DIVISION OF JUVENILE SERVICES, CENTRAL OFFICE LOCATED AT 1200 QUARRIER STREET, 2ND FLOOR CHARLESTON, WV 25301. *****</p> <p>PSYCHOLOGICAL & PSYCHIATRIC MENTAL HEALTH SERVICES</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF JUVENILE SERVICES, IS SOLICITING BIDS TO PROVIDE PSYCHOLOGICAL AND PSYCHIATRIC MENTAL HEALTH SERVICES FOR ALL JUVENILE FACILITIES THROUGHOUT THE STATE OF WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. DJS130001 SPECIFICATIONS 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE (RVP) FORM 						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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:

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

June 11, 2013 at 1:00 pm

Division of Juvenile Services
1200 Quarrier Street, 2nd Floor
Charleston, WV 25301

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 non-binding.

Question Submission Deadline: June 14, 2013 at 5:00 pm

Submit Questions to:

Tara Lyle, File 32

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 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 bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

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

BID TYPE: 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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

June 27, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order 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. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a 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 issued and 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 issued and 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.

- 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.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance:
 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the 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 above.

- 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.

<input checked="" type="checkbox"/>	See various specifications for licenses requirements.
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein 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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. 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.
- 15. 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.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. 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 Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, 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 submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and 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. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. 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.

- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. 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.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.

51. 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.

52. 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 heath, 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:

- a. 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
- b. 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.

53. 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Juvenile Services to establish an open end contract for a vendor to provide Mental Health Care Services to include professional psychological and psychiatric services at all our rehabilitation centers, detention centers and youth reporting centers throughout the State of West Virginia. Some positions will require the staff to work day and /or evening shifts to meet the needs of our residents/participants. Services will be contracted on an hourly billable basis.

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 to provide comprehensive mental health services to all juveniles committed to, or participating in programs established by the Division of Juvenile Services. See attachment #1 for a list of all facilities to be serviced.

 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as **DJS013001**

 - 2.4 **“NCCHC”** - National Commission on Correctional Health Care (www.ncchc.org)

 - 2.5 **“ACA”** - American Correctional Association (www.aca.org)

 - 2.6 **“PbS”** - Performance based Standards (www.Pbstandards.org)

 - 2.7 **“SAL”** - Service Activity Log. This is a daily activity report for billable hours.
Attachment #2

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

- 3.1 Vendor must have a minimum of five (5) years experience providing psychiatric, psychological, therapeutic services and programming to juveniles in residential and community based settings.
- 3.2 Vendor must provide an office in West Virginia to supervise and oversee Division of Juvenile Services mental health programs statewide.
- 3.3 Vendor will employ and professionally manage their staff.
- 3.4 Vendor will be responsible for employment and payment of any necessary contractual staff and/or agencies necessary for the provision of said care.

4 MANDATORY REQUIREMENTS:

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

4.1.1 Staffing

4.1.1.1 Psychologist must have a minimum of a Master's in Psychology or PhD degree in psychology from an accredited college or university. All candidates must be currently licensed as a psychologist by the West Virginia Board of Examiners of Psychologists or license eligible with supervision status. All candidates must have professional experience which indicates knowledge of psychological testing, mental health counseling, group and individual psychotherapy, diagnosis and treatment of major mental disorders and psychological evaluation techniques. It is preferred that the psychologist have experience working with adolescents.

Psychologist's Required Duties - The psychologist will be responsible for:

- Completion and submission of the psychological evaluation to include personality, academic and intellectual functioning, sex offender assessment interpretation, if applicable, and shall address criminogenic risk/need, responsivity and addiction severity. This evaluation must be provided in an approved format within allotted time frame. DJS will purchase all testing

materials and will provide staff for typing of evaluations unless the psychologists prefer to type them themselves.

- The psychologist will be an active member of the treatment team to include mandatory participation in weekly clinical meetings and will also present the psychological report summary at the resident's multi-disciplinary treatment team meeting.

4.1.1.2 Psychiatrist must be Board Certified Child and Adolescent Psychiatrist or Board eligible. The Psychiatrist must have experience with juvenile population, including but not limited to, substance abuse treatment programming. The Psychiatrist assigned to the Sex Offender Unit must have additional experience working with juvenile sex offenders.

Psychiatrist Required Duties: The psychiatrist will be responsible for the following duties:

- Prescribing and monitoring psychotropic medications
- Conducting intake evaluations on all residents that are referred as new intakes and all residents currently on psychotropic medications.
- At a minimum, quarterly follow-up appointments must be maintained for all residents on the psychiatric caseload.
- On-site visits to all juvenile facilities will be conducted quarterly for chart review, signatures and for compliance standards.
- Psychiatric on-call services must be provided twenty-four hours a day, seven days a week.
- Peer reviews, administrative meetings, and additional services to be provided upon request of the Division of Juvenile Services Director or designee.
- Provide consultations for all residents appropriately referred for mental health services within 7-10 days.

4.1.1.3 Statewide Administrator Must have a Master's degree in Psychology, Counseling or Social Work with a minimum of five (5) years direct clinical experience working with the child and adolescent population. Their experience must include research, curriculum development and implementation of clinical programs with the emphasis on rehabilitation and community reentry to address issues of

sex offender treatment, criminology, and trauma. Must have a minimum of five (5) years administrative experience in the organization and implementation of training programs, supervision of program facilitators, program implementation, and management of multiple services/contracts, statistical data collection and data analysis. This position will be responsible for the development of clinical programs and methods used for evaluation of the aforementioned programs for the purpose of Continued Quality Assurance and evaluation of programs effectiveness.

Statewide Administrator Required Duties: This position is estimated to be up to (40) hours a week, less sick or vacation leave. This is the only position exempt from filling out the SAL. This position must turn in a monthly time sheet with actual hours worked each day. Duties and recommendations will be reviewed by the Division's Assistant Director of Programs and Treatment in conjunction with the Division Director or designee. Travel will be required. Travel expenses will be the responsibility of the vendor. The Statewide Administrator's clinical expertise and guidance will be utilized in a variety of ways, to include, but not limited to:

- Assist in the development of appropriate programs and treatments statewide, for the Division's resident population.
- Assist with specialized programs and/or treatment for those residents determined to have special needs.
- Assist in monitoring implemented plans
- Collecting statistical data and providing data analysis.
- Provide annual updates for all program modules
- Provide training for all program facilitators
- Auditing for quality service delivery
- Works with facility superintendent/director to provide oversight of contracted mental health employees

4.1.1.4 Program Director, Sex Offender Program - Must have a Master's Degree in Psychology, Counseling, Social Work or a related field with a minimum of five (5) years direct clinical evaluation and treatment experience with the juvenile sex offender population.

Program Director Required Duties:

- Responsible for the clinical oversight of the Sex Offender Specific Program and other programs throughout the WV Division of Juvenile Services where juvenile sex offenders are served.
- Serve as a liaison with the WV Division of Juvenile Services to coordinate all clinical services provided to juvenile sex offenders.
- Participate in all management and clinical meetings related to the Sex Offender Specific Program.
- Responsible for providing a statistical report of services (to include counseling sessions provided, treatment activity, and progress of residents, etc.)
- Quality assurance and outcome measurement as directed by the WV Division of Juvenile Services.
- Provide in-service training for the WV Division of Juvenile Services staff on issues related to the treatment and management of juvenile sex offenders. The training will be for all staff members that encounter the Sex Offender Population within the Division of Juvenile Services.

4.1.1.5 Clinical Director - Must have a Master's Degree in Psychology, with a master's level license or working toward that license such as Licensed Professional Counselor or Licensed Graduate Social Worker, Licensed Clinical Social Worker or Licensed Independent Clinical Social Worker, or a related field with a minimum of five (5) years direct clinical evaluation and treatment experience with the juvenile population.

Clinical Director Required Duties:

- Responsible for the clinical oversight of the assigned program and supervision of mental health staff throughout the WV Division of Juvenile Services where juveniles are served.
- Serve as a liaison with the WV Division of Juvenile Services to coordinate all clinical services provided to juveniles.
- Participate in all management and clinical meetings related to the program.

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- Responsible for providing a statistical report of services (to include counseling sessions provided, treatment activity, and progress of residents, etc.)
 - Quality assurance and outcome measurement as directed by the WV Division of Juvenile Services.
 - Provide in-service training for the WV Division of Juvenile Services staff on issues related to the treatment and management of juveniles. The training will be for all staff members that encounter the program within the Division of Juvenile Services.
 - Work to develop specific programming for juveniles in the Division as needed.

4.1.1.6 Psychiatric Clinical Facilitator – Must have a Bachelor’s degree in a behavioral science field and a minimum of five (5) years’ experience working with the mentally ill population, preferably juveniles. This person must have knowledge of behavior management, psychotropic medications and basic treatment interventions with the mentally ill population. The Psychiatric Clinical Facilitator will assist the psychiatrist as needed. The Psychiatric Clinical Facilitator duties will include:

- Liaison between psychiatrist and facility treatment, medical and/or mental health staff
- Record all information into the appropriate database
- Be available as part of the DJS mental health 24/7 on-call system.

4.1.1.7 Psychiatric Nurse - Required Credentials - All candidates must be a Registered Nurse who is licensed to practice nursing in the State of West Virginia and possess a minimum of three (3) years’ experience working with the juvenile population. Candidates must demonstrate professional experience which indicates knowledge of mental health services, diagnosis and treatment of major mental disorders, and mental status techniques.

Psychiatric Nurse required duties include:

- To monitor psychotropic medications, to assess treatment effectiveness and monitor medication side effects by ensuring all residents on the psychiatric caseload are staffed with the treatment team on a minimum of one time per week.

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- Participate in weekly clinical meetings held for each resident on the unit.
 - Document information from the clinical team meetings in the resident's individual medical chart for those residents on the psychiatric case load.
 - Complete the initial individualized psychiatric treatment plan for all new psychiatric intake evaluations for residents placed on the Intensive Behavioral Unit.
 - Be available as part of the DJS mental health 24/7 on-call system.

4.1.1.8 Master's Level Therapist—Must have Master's degree in psychology, social work or a related behavioral science field and must hold a current license or be license eligible with temporary or supervision status with their respective licensing board. Candidates must have professional experience which indicates knowledge of mental health counseling, group and individual psychotherapy, diagnosis and treatment of major mental disorders. Candidates must have experience working with children, adolescents and families in a mental health facility or working for a mental health agency. Candidates must have knowledge of behavioral management/modification techniques and experience with development and implementation of individualized treatment plans. If based at Youth Reporting Centers, hours will be based on number of participants and need. Master's Level Therapist duties will include, but not limited to:

- Group/individual/family counseling
- Treatment planning
- Case management
- Assessments
- Court appearances

4.1.1.9 Psychometrician – Must have a Bachelor's degree in psychology, social work or a related behavioral science field and have professional experience which indicates knowledge of design, administration and interpretation of quantitative tests for the measurement of psychological variables such as intelligence, aptitude and personality traits.

4.1.1.10 Case Aide – provides a variety of counseling services for a juvenile population. Must have a high school diploma. Duties include, but are not limited to:

- Interviews juveniles upon arrival to facility and/or specific program; writes a summary of the session, gathers pertinent information and drafts an outline of proposed treatment, employment strategy or course work.
- Meets with juveniles on a regular basis to discuss progress, to assess problems or needs to be addressed and to inform the juvenile of changes in program or schedule.
- Writes routine reports to document work with juveniles, achievements in progress, activities held or problems encountered.
- Counsels juveniles in crisis situations; deals with potentially violent or suicidal juveniles to stabilize their behavior.
- Teaches interpersonal skills to help juveniles obtain and retain employment.

This position is on an as needed basis only and must be requested in writing by the Agency Director.

4.1.2 The intent of the agency is to provide comprehensive mental health services to all juveniles committed to the Division of Juvenile Services. Delivery of these services must be in compliance with West Virginia State Code (<http://www.legis.state.wv.us/WVCODE/Code.cfm>), West Virginia Division of Juvenile Services' policies and procedures, NCCHC Standards, Performance-based Standards and ACA Guidelines.

4.1.2.1 Within sixty (60) days of award, Vendor will provide the Director of the Division of Juvenile Services, policy and procedure manuals to address the mental health related standards in compliance with NCCHC, ACA Standards, Performance based Standards and the Division of Juvenile Services policies and procedures.

4.1.2.2 Vendor will provide psychiatric triage to determine the need for and/or level of psychiatric services for all residents that are referred for mental health services.

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- 4.1.2.3 Vendor will provide mental health crisis intervention services that will be available 24/7 via on-call duties. A master list of available on-call mental health staff will be provided to the Agency Director with names and contact numbers. Vendor will also provide quarterly updates in writing to of the mental health professionals' on-call for each contracted facility, to include names and contact numbers.
- 4.1.2.4 Vendor shall provide assistance with critical incident debriefing upon request of the Division of Juvenile Services, Director or designee.
- 4.1.2.5 Vendor will be responsible for employment and payment of any necessary contractual staff and/or agencies necessary for the provision of said care.
- 4.1.2.6 The vendor shall provide all equipment and supplies necessary for the performance of these obligations except as otherwise delineated within this document. The Agency will provide testing materials or reimburse the vendor at cost for any testing materials purchased at the agency's request.
- 4.1.2.7 Vendor will be responsible for prescribing and monitoring all Psychotropic medications with follow-up appointments with the psychiatrist provided at a minimum of every ninety (90) days for all residents on an active psychiatric caseload.
1. Physicians will abide by the West Virginia State Medicaid formulary as the primary prescribing source. The Division of Juvenile Services will be responsible for providing all necessary prescription pharmaceuticals. When medications are not covered by the formulary, the prescribing psychiatrist will provide written documentation of the necessity for a non-formulary prescription. Pharmaceuticals will be obtained in a timely and expedient manner. When formulary medications cannot be utilized, a letter/note of justification must be provided for billing documentation purposes.
 2. Each facility has on-site telemedicine capabilities. When this option is used, it will be the responsibility of the contractor to fax copies of all appropriate documentation directly to the appropriate facilities. Originals will be mailed to the proper facility within twenty-four (24) hours, to be filed in the resident's permanent medical/mental health file. It is understood that there are some medications that cannot be

phoned in, but all appropriate steps shall be taken in order to provide the prescribed meds at the earliest possible time. Any necessary documentation will be forwarded immediately.

3. Orders for necessary prescription pharmaceuticals will be sent to the appropriate facility within two hours of the evaluation completion, or will be phoned in to the designated pharmacy, by the prescribing psychiatrist.

4.1.2.8 The Vendor shall be responsible for assuring that all the required registrations, licenses, and credentials associated with this contract are active and in good standing. The Contractor shall provide to the Director of the Division of Juvenile Services with current resumes and licenses, required by statute, on all applicable qualified health care professional employees as well as those subcontracted professional employees prior to their working in any DJS facility.. Licensed individuals, who have license restrictions or mandatory disciplinary stipulations upon their scope of practice, may be unacceptable candidates for employment within the correctional setting. These will be reviewed by the Director of Juvenile Services on a case by case basis. Copies of all and/or certifications for any employees to be utilized through this contract will be provided for review. Mental health professionals who have been convicted of a felony in accordance with any State or Federal law are unacceptable.

4.1.2.9 The Vendor shall provide adequate qualified staff for the provision of the aforementioned services in compliance with NCCHC, Performance based and ACA Standards.

4.1.2.10 The Vendor shall cover periods of absences necessitated by vacations, holidays, and sick leave. The facility or center they are assigned to needs to be made aware of any absences and Agency Management will let the vendor know which absences must be covered.

4.1.2.11 In our Youth Report Centers, we may not require services on West Virginia State Holidays and other emergency situations when participants are not available.

REQUEST FOR QUOTATION
DJS013001 Mental Health Services

000028

- 4.1.2.12** The Vendor shall be responsible for providing educational services for staff. The Contractor's contractual relationship with qualified professionals shall provide for support of continuing education activities required for maintenance of licensure either by direct monetary supplementation or providing paid continuing education units.
- 4.1.2.13** In order to be eligible for employment within a facility under the control of the WV Division of Juvenile Services, all contract and subcontracted employees must pass a background investigation conducted by the Division or its designee prior to providing any services. Such investigation shall be the equivalent of the investigations conducted for all Division applicants.
- 4.1.2.14** The Vendor agrees to require all newly hired employees to attend no more than a 40 hour training and orientation program provided by the Division. When such training program is available, the Contractor shall require such employees to be in attendance prior to engaging in the delivery of health care services within the juvenile facility. If training is unavailable, the facility administrator may grant a waiver until the next training class convenes.
- 4.1.2.15** With respect to those employees and subcontractors engaged by the Vendor, the Division, at its sole discretion, reserves the right to request random drug testing and to demand the immediate dismissal or replacement of any individual who fails said drug screening or who has violated the rules and/or regulations of the Division, or who poses a risk or unacceptable threat to security of the facility. The Division shall provide written documentation to substantiate its demand for immediate replacement of the Contractor's employees or subcontractors. The employee will not be formally dismissed until there has at a minimum been discussion between the Division and the Contractor regarding the rationale for the Division's request.
- 4.1.2.16** The Division reserves the right to reassign positions based on need and site mission. The Division shall reserve the right to deny employment of any staff member without cause. The Vendor and a Division representative will conduct all interviews with potential applicants that will be serving the juvenile population within the Division. The Division will make the final decision upon hiring the applicant.

4.1.2.17 Staff schedules will be consistent with facility needs and approved by the Facility Administrator.

4.1.2.18 Vendor will ensure that all mental health professionals working within a juvenile facility will maintain the security of the facility while performing their duties. Any incident related to the security of the facility will be reported verbally to that facilities administrator immediately, and provide a written incident report within twenty-four (24) hours.

1. All persons will abide by division and/or facility rules and regulations.
2. All persons and vehicles entering a Division of Juvenile Services facility are subject to search.
3. All vehicles on grounds will be secured with keys removed.

4.1.2.19 Vendor will be responsible for development and maintenance of a psychiatric chronic care database for residents receiving mental health services. A computer-generated report will be provided to the Division of Juvenile Services Director or designee on a monthly basis. At a minimum the database will include: Resident Name; DJS #; Facility; Sex; Axis Diagnosis; Medications and Dates for the following events: Initial Appointment; Scheduled Visits and Follow-up Appointments.

4.1.2.20 The Division will utilize the clinical expertise of the mental health staff, as requested by the Agency Director or designee, in the form of guidance and /or recommendations in the Division's efforts to improve/develop and implement programs and treatments for the Division's Juvenile population. Consultations with the Division of Juvenile Services treatment staff to assist in the development/design and/or plan of implementation of the following plans and programs, in compliance with all federal and state applicable laws with regard to the juvenile population, as well as Agency policy and procedures, Performance based Standards, ACA and NCCHC Standards as applicable:

1. Individualized Treatment Plans
2. Behavior Management Plans.
3. Domestic Violence Intervention Prevention

4. Anger Management
5. Trauma Recovery
6. Sex Offender Specific Treatment
7. Continuous Quality Improvement Program to include audits for mental health services. Audits will be completed on a quarterly basis and the results will be available upon request.
8. Annual updates will be provided to the Basic Academy Classes Lesson Plans as recommended by the NCCHC guidelines and as scheduled by the West Virginia Division of Juvenile Services.
9. Therapeutic Recreation
10. Substance Abuse Treatment
11. Gender Specific Treatment
12. Assessment and Diagnostic

4.1.2.21 Medical/Mental Health records shall be managed according to NCCHC, PbS and ACA Standards. The WV Division of Juvenile Services shall possess sole ownership of all resident records upon resident release from the agency's care and custody. The medical provider will be responsible for and maintenance of mental health records for the length of a residents' stay, in accordance with HIPPA rules and regulations.

1. Confidentiality of health care record

Active mental health care records shall be maintained under secure conditions and separately from confinement records. Access to active resident records is controlled by the health care authority. The Contractor shall not deny the WV Division of Juvenile Services Director or his/her designee or the facility Superintendent/Director or his/her designee access to such records for examination and/or photocopying.

2. Resident transfer

In the event that a resident is transferred to another facility within the WV Division of Juvenile Services, the entire resident record, including medical/mental health documentation shall be transferred with the resident in the care and custody of the senior transporting officer. It should be noted that the WV Division of Juvenile Services reserves the right to transfer any resident within the WV Division of Juvenile Services system for health care reasons, for disciplinary reasons, for classification reasons, or for administrative reasons.

3. Release of information

Detailed information is released to an outside entity only upon written authorization from the resident or by Court Order.

4. Record retention

Inactive records shall be sealed, properly identified, and archived in the central storage area with the balance of the resident's confinement record. Retention of these documents shall be for the legal requirements of the State of West Virginia or other jurisdiction, if applicable.

4.1.2.22 It is the intention of WV DJS to award a contract for a one (1) year period while reserving the option to renew the contract for two (2) additional one (1) year periods.

4.1.2.23 Vendor must provide proof of Insurance with a minimum of \$1,000,000.00 Of Professional Liability and Mal-Practice coverage and list the State of West Virginia and The West Virginia Division of Juvenile Services as additional insured parties.

5 CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with an hourly 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 (Exhibit A). Vendor should fill in columns B, D and E. 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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. 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 monthly in arrears for services based on total billable hours of each SAL (Attachment# 2), for all Contract Services performed and accepted under this Contract.
- The SAL is a daily log and must be signed by the director or designee of the facility worked in each day to be valid. If vendor performed work in two facilities in a day both directors must sign the SAL. The original SAL is left with the facility director and a copy is kept by the contracted staff member to be turned in with the Vendor's monthly billing.
- All contracted staff members must punch in and out on Agency time clocks to assure the proper facility is charged for the services.
- Any billed hours on a Sal not verified by punched time on the proper time clock will require signed verification of the facility director.
- If there is an audit finding either by an internal or external audit, that is determined to lack documentation to support the charges paid, then the Agency has a right to recoup or adjust the billing accordingly.
- The monthly invoice from the Vendor must contain the employee's name, position worked, hourly rate of pay, number of hours in each location, total number of hours for the month and total amount due for each employee.
- 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:

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

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

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

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

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

10 VENDOR DEFAULT:

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

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

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

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

10.3.4 Failure to remedy deficient performance upon request.

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

10.4.1 Cancellation of the Contract.

10.4.2 Cancellation of one or more release orders issued under this Contract.

10.4.3 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: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT A

PRICING PAGE - DJS130001 DIVISION OF JUVENILE SERVICES MENTAL HEALTH SERVICES

	A	B	C	D	E
	POSITION	COST PER HOUR	TOTAL PROJECTED NUMBER OF WEEKLY HOURS	PROJECTED WEEKLY \$ TOTAL (Column B X C)	ANNUAL TOTAL (Column D) X 52 WEEKS = PROJECTED ANNUAL TOTAL
4.1.1.1	Psychologist MS	\$	40	\$	\$
4.1.1.1	Psychologist PhD	\$	40	\$	\$
4.1.1.2	Psychiatrist Board Certified	\$	10	\$	\$
4.1.1.2	Psychiatrist Board Eligible	\$	10	\$	\$
4.1.1.3	Statewide Administrator	\$	40	\$	\$
4.1.1.4	Program Director , Sex Offender Unit	\$	40	\$	\$
4.1.1.5	Clinical Director	\$	40	\$	\$
4.1.1.6	Psychiatric Clinical Facilitator	\$	24	\$	\$
4.1.1.7	Psychiatric Nurse	\$	40	\$	\$
4.1.1.8	Masters Level Therapist (Licensed)	\$	380	\$	\$
4.1.1.8	Masters Level Therapist (Licensed Eligible)	\$	380	\$	\$
4.1.1.9	Psychometrician	\$	60	\$	\$
4.1.1.10	Case Aide	\$	10	\$	\$
				TOTAL COST:	\$

Vendor should fill out Columns B, D and E

- Vendor must fill in Column B with the hourly cost for each position. Column C has the projected number of hours for bid purposes, filled in by the Agency, (this may be more or less based on the Agency's need).
- Column B (hourly rate) multiplied by Column C (weekly projected hours) = Column D (Projected Weekly Cost)
- Column D multiplied by 52 = Column E (Projected Annual Total)

000035

Division of Juvenile Services

Juvenile Centers

	Center	Address	County
1	Dr. Harriet B. Jones Treatment Center	13 Industrial Boulevard Industrial, WV 26426	Harrison/ Doddridge
2	Kenneth "Honey" Rubenstein Juvenile Center	141 Forestry Camp Road Davis, WV 26260	Tucker
3	Donald R. Kuhn Dx & Detention Center	One Lory Place Julian, WV 25529	Boone
4	Lorrie Yeager Jr. Juvenile Center	907 Mission Drive Parkersburg, WV 26101	Wood
5	Sam Perdue Juvenile Center	843 Shelter Road Princeton, WV 24739	Mercer
6	Tiger Morton Juvenile Center	60 Manfred Holland Way Dunbar, WV 25064	Kanawha
7	Vicki V. Douglas Juvenile Center	900 Emmett Rousch Drive Martinsburg, WV 25401	Berkeley/ Jefferson
8	J.M. "Chick" Buckbee Juvenile Center	One Jerry Lane Augusta, WV 26704	Hampshire
9	Gene Spadaro Juvenile Center	106 Martin Drive Mt. Hope, WV 25580	Fayette
10	Robert L. Shell Juvenile Center	2 O'Hanlon Place Barboursville, WV 25504	Cabell

000036

Division of Juvenile Services
Youth Reporting Centers

	Center	Address	County
1	STARS Youth Reporting Center	1014 So. Raleigh St. Martinsburg, WV 25401	Berkeley
2	Brooke/Hancock YRC	3551-1/2 Main Street Weirton, WV 25401	Brooke
3	Harrison Co. YRC	Rt 2 Box 285-D Clarksburg, WV 26062	Harrison
4	Kanawha Co. YRC	515 Central Avenue Charleston, WV 25302	Kanawha
5	Cabell Co. YRC	5900 Guyan River Road Barboursville, WV 25504	Cabell
6	Marion Co YRC	1385 Locust Avenue Fairmont, WV 26554	Marion
7	Putnam Co. YRC	3266 Winfield Road Winfield, WV 25213	Putnam
8	Wood Co. YRC	1400 12 th Street Vienna, WV 26105	Wood
9	Mercer Co. YRC	901 Shelter Road Princeton, WV 24740	Mercer
10	Tri-County YRC	467 Main Street, Suite 400 Madison, WV 25130	Boone
11	Mason Co. YRC	758 Scenic Drive Pt. Pleasant, WV 25550	Mason
12	Jefferson Co. YRC	1186 N Mildred Street Ranson, WV 25438	Jefferson

West Virginia Division of Juvenile Services

Service Activity Log

Staff Name:		Title:		Date:		
Please Check the Day of the Week						
<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday	<input type="checkbox"/> Saturday	<input type="checkbox"/> Sunday
Services: All Services Should Be Billed By The Actual Minutes It Takes To Provide The Service						
Service Code	Start	Stop	Duration	Detention Center/YRC	Offender Name	Recipients
			0:00			
			0:00			
			0:00			
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			0:00			
			0:00			
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			0:00			
			0:00			
			0:00			
Total Hours:			0:00	Total Recipients Served:		0

Staff Signature	Date
1st Facility/Program Director or Designee Signature	Date
2nd Facility/Program Director or Designee Signature	Date



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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 _____

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 Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident 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; 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, 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% resident 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% resident vendor preference for the reason checked: 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 Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident 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% resident 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% resident 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) reject the bid; 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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: _____