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General Information	Contact	Default Values	Discount	Document Information	
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Procurement Type: Agency Purchase Order	SC 03	<b>Dept:</b> 10			
Vendor ID: 000000105947		Doc ID: R180000033			
Legal Name: COLLECTIVE IMPACT LI	4.10	blished Date: 31/18			
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Solicitation Description:

Strategic Plan

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Addendum No.1 WVDNR Agency

Total of Header Attachments: Total of All Attachments:



February 5, 2018

Bid Response Division of Natural Resources Property & Procurement Office 324 4<sup>th</sup> Ave South Charleston, WV 25303 – 1228

To Whom It May Concern:

Please accept the attached documents in response to West Virginia Division of Natural Resources Strategic Plan Development and Facilitation Services - ARFQ 0310 DNR1800000033.

In our response, you will find the following information: Project Overview, Approach/Methodology, Collective Impact Experience and Qualifications, Examples of Previous Strategic Planning Work in West Virginia, and Consulting Team Member Bios, Project Responsibilities, and Resumes. In addition, you will find the following required bid documents:

- Final\_ARFQ\_0310\_DNR1800000033\_1\_ARFQ\_FORM
- Final\_ARFQ\_0310\_DNR1800000033\_2\_ARFQ\_FORM(9)
- Addendum No. 1 Strategic Plan and Facilitation Services(2)
- WVDNR Strategic Plan
- Purchasing Affidavit
- Insurance Proof of Coverage

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

Best regards,

DETRI

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

16 Owls Lair Drive, Huntington, WV 25701 • 724.728.3368 • emailus@collectiveimpact.com

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#### **Project Overview**

The West Virginia Division of Natural Resources (DNR) is soliciting bids on behalf of the Director's Office to establish a contract for strategic planning facilitation and preparation of a multi-year strategic plan. It is the statutory mission of the DNR to provide and administer a long range comprehensive program for the exploration, conservation, development, protection, enjoyment, and use of the natural resources of the State of West Virginia.

To aid in carrying out its mission, the DNR is soliciting quotations from qualified individuals and/or entities for strategic planning facilitation services and to develop a multi-year comprehensive strategic plan. The strategic plan shall include, but is not limited to, vision and mission statements for the Agency, agency-wide goals and objectives, a list of strategies to accomplish each objective, and performance measures to assist in tracking progress along the way. The term of the strategic plan shall cover three years, but should be flexible enough to span subsequent years if needed.

In addition to the Director's Office, the DRN is comprised of four separate sections: 1. Administration 2. Law Enforcement 3. Parks and Recreation and 4. Wildlife Resources. Two additional offices report directly to the Director's Office as well, the Office of Land and Streams and the Office of Planning, Engineering and Maintenance.

The DNR employs approximately 825 full-time staff people and 1,000 temporary positions throughout the entire state and is responsible for numerous activities, including, but not limited to: fish and wildlife management activities on 490, 186 acres of public wildlife management areas and state forests, 77,078 acres of state parks, 20,000 miles of fishable streams and rivers, nine state fish hatcheries, one state wildlife center, one state natural area, issuance of approximately 850,000 annual hunting and fishing licenses, the statewide publication of the Wonderful West Virginia magazine, land acquisition, law enforcement to protect the State's natural resources, hunter and boater education , as well as the development and management of thirty-five state parks, nine state forests and two rail trails. All major reporting entities including the four sections as well as central offices reporting to the Director's Office will be included in the planning process.

Collective Impact, LLC is proposing a comprehensive scope of services provided by an experienced consulting team to provide strategic planning services for the project. The Collective Impact consulting team meets all required qualifications and will address all mandatory requirements identified in **ARFQ 0310 DNR1800000033** – Strategic Plan Development and Facilitation Services. The entire project will begin upon contact award and be completed by no later than the fall of 2018, with the specific end date to be determined by DNR.

The proposed approach includes a scope of services provided for a fixed fee that is inclusive of all project expenses. Collective Impact is willing to negotiate the provision of a modified scope of services to meet any budgetary and/or project parameters. Our proposal is to be viewed as a "starting point" for further refinement as we begin this engagement.

#### Approach/Methodology

The West Virginia Division of Natural Resources' (DNR) approach to strategic planning includes the following three (3) distinct tasks. Collective Impact's response follows each identified task in *bold and italics* below:

#### 4.1.1 Task I: Preliminary Research and Analysis

Vendor will be responsible for completing the following deliverables:

4.1.1.1 Preliminary Research & Analysis: Vendor shall coordinate with the Agency to conduct primary research and analysis in advance of the Strategic Planning Retreat. The primary research must include at least an internal survey or other appropriate mechanism to capture input from all sections and offices of the Agency. Additional primary research is encouraged.

Collective Impact proposes to conduct an internal employee survey using an online survey tool (i.e., Survey Monkey). The survey data will be analyzed and sorted to identify common themes and differences among the various employee groups based on criteria determined by WV DNR.

In the AFRQ bid solicitation -4..1.1.1, it is stated that ... "additional primary research is encouraged." To meet that request, in addition to the internal employee survey, Collective Impact proposes to plan for and facilitate twelve (12) stakeholder discussions, two (2) in each of WV DNR's six (6) districts. These sessions will give DNR key stakeholder around the state an opportunity to gather and discuss issues that are relevant to their relationships and work with DNR. Collective Impact will seek input from WV DNR on the times, locations, format, and specific issues to address with participants to ensure that appropriate information is collected in the most effective settings. Collective Impact will analyze the information gathered at the stakeholder discussion sessions to prepare a summary report for review and consideration at the strategic planning retreat session. WV DNR or its designee, will be responsible for securing locations for the stakeholder discussions to be held and for recruiting participants by helping to promote the discussions to its staff and community partners.

4.1.1.2 Secondary Research and Analysis: Vendor shall use appropriate existing Agency and publicly available data, external benchmarks, and internal and external reports. Internal reports will be made available upon award of the contract.

Collective Impact will conduct data review, research, and analysis from available secondary data and information provided by WV DNR. As part of secondary research and analysis, Collective Impact will also conduct up to ten (10) key informant phone interviews with stakeholders identified by WV DNR to gather information that is not available through WV DNR or secondary data sets. Interviewees may include key staff, industry experts, existing and potential partnering agencies/organizations, state and community leaders, and other key stakeholders identified by WV DNR.

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4.1.1.3 A meeting to review organizational health including a SWOT analysis or similar tool and the results of primary research must be held and completed at least one (1) week prior to the Strategic Planning Retreat.

Collective Impact will conduct a 'pre-retreat" planning session at least three (3) weeks prior to the Strategic Planning Retreat in order to have time to effectively review meeting findings and adequately plan for the Planning Retreat. A summary report will be developed and used to inform stakeholders at the Strategic Planning Retreat.

4.1.1.4 Task I, Preliminary Research & Analysis, must be completed and approved by the Agency at least (one) (1) week prior to the Strategic Planning Retreat.

Collective Impact will complete and submit the preliminary research and analysis report at least three (3) weeks prior to the Strategic Planning Meeting in order for WV DNR to have time to effectively review research findings and adequately plan for the Planning Retreat. A summary report will be developed and used to inform stakeholders at the Strategic Planning Retreat.

#### 4.1.2 Task II: Strategic Planning Meeting Facilitation

Vendor will be responsible for completing the following deliverables:

4.1.2.1 Preparation of meeting agenda.

# Collective Impact will work with WV DNC to prepare the agenda and all related meeting materials, tools, etc., to be used at the Strategic Planning Meeting.

4.1.2.2 Development and use of planning worksheets. Documents and worksheets for the purpose of this project are to be developed by the vendor. Copies can be made by the Agency.

### Collective Impact will work with WV DNC to prepare the planning worksheets and all related meeting materials, tools, etc., to be used at the Strategic Planning Meeting.

4.1.2.3 Facilitation of a Strategic Planning Retreat to last a minimum of 1 .5 days to no more than two (2) days with breakout sessions on dates to be determined by the Agency. Please note, the successful vendor is not responsible for meeting logistics such as venue selection and venue payment.

Collective Impact will plan for and facilitate the Strategic Planning Retreat Meeting with input from WV DNR. All project-related research (primary and secondary) developed as part of the project will be reviewed and analyzed by participants at the session to identify key findings, priorities, and recommendations for the development of the strategic plan. 4.1.2.4 Preparation of meeting notes and action items.

# Collective Impact will prepare a retreat summary containing notes and action items from the session. This information will be used along with the primary and secondary research data to develop the draft version of the strategic plan.

4.1.2.5 Task II, Strategic Planning Meeting Facilitation, must be completed no later than the date to be determined by the Agency following contract award.

Collective Impact will work with WV DNR to identify the best date(s) for conducing the session.

#### 4.1.3 Task III: Strategic Plan Development

Vendor will be responsible for completing the following deliverables:

4.1.3.1 Preparation of final language for the vision, mission, and strategic goals for approval by DNR leadership [based on feedback and input received during Task I and Task II].

Collective Impact will work closely with WV DNR to solicit feedback and direction in preparing the initial draft of the strategic plan and to determine the format, language, and specific level of detail desired in the document.

At minimum, the strategic plan should include the following:

- Synthesis of the findings from all components of the project, including the planning sessions, primary and secondary research activities, pre-retreat session, and retreat meeting.
- Analysis of the strengths, weaknesses, opportunities, and threats (SWOT).
- Priority areas with short, medium, and long range goals and objectives.
- A performance measurement system including benchmarks of success.
- Other key information identified by WV DNR.

In addition to the plan document, an at-a-glance executive summary and action planning spread sheets can be developed to assist in "promoting and working the plan."

All project deliverables will be provided in professionally developed, user-friendly formats, making them easy to disseminate to key stakeholders. The strategic plan will be prepared as a "high-impact" document and will be provided in a digital "print ready" format. An at-a-glance executive summary document will be prepared that will serve as a brief overview (one page, front and back) of the strategic plan. It will also be prepared as a high impact, digital "print ready" document.

4.1.3.2 Objectives must be incorporated into the strategic plan and development of accompanying performance measurement system framework.

Collective Impact will work with WV DNR to include key objectives in the strategic plan and to develop a performance measurement framework to be used to determine milestones and benchmarks of success and impact as the plan is implemented over time.

4.1.3.3 Coordination of the process to prioritize and sequence strategies and projects.

Collective Impact will work with WV DNR to prioritize and sequence strategies and projects identified in the strategic plan.

4.1.3.4 The strategic plan development process must include preparation of final draft version of the strategic plan and coordination of the review process, editing, and approval by Agency's leadership. Twelve (12) final print copies and an electronic copy shall be provided to the Agency upon completion and shall remain the sole property of the Agency with all inherited rights.

Collective Impact will develop a draft strategic plan to be reviewed be WV DNR and other key stakeholders identified by WV DNR. Collective impact will coordinate the review process, including editing and approval by WV DNR leadership. Twelve (12) final print copies and an electronic copy of the strategic plan will be provided to WV DNR upon completion and shall remain the sole property of WV DNR with all inherited rights.

4.1.3.5 Task Ill, Strategic Plan Development, must be completed no later than the date to be determined by the Agency following contract award.

Collective Impact will work with WV DNR to identify the required date for completion of the strategic plan document. WV DRN will be armed with a strategic plan to serve as a roadmap for the organization. Ultimately, the plan will help WV DNR and key stakeholders move strategically and intentionally forward into the future.

#### **Collective Impact Experience and Qualifications**

Collective Impact meets and/or exceeds all of the following qualifications identified in the ARFQ, under "Specifications." Collective Impact's response follows.

3.1. Prior experience working with state government agencies or public sector organizations.

3.2. Three years of paid experience interpreting and applying current strategic planning research, techniques, and strategies.

3.3. Three years of paid experience facilitating various groups and collaborating with diverse groups of people.

3.4. Three years of paid experience leading groups and large organizations (250 - 500 employees who are headquartered in multiple locations) in strategic planning efforts, including executives, managers, and their teams.

3.5. Three years of paid experience demonstrating proficiency in data analysis and reporting.

3.6. Bachelor 's degree or above in Communications, Public Administration, Business Administration, Leadership, Organizational Management, or related field for key personnel that will be involved with the creation of the strategic plan. Demonstrated experience may be substituted for educational requirements.

3.7. Three years of paid experience demonstrating proficiency in developing major reports and plans.

Since January 2001, Collective Impact has provided capacity building services to help organizations and communities meet their mission, achieve their vision, and thrive. Bruce E. Decker is the founder and owner of Collective Impact and has been providing capacity building consulting services for organizations and communities for over twenty (20) years. Recognizing the need for organizations and communities to have access to comprehensive capacity building services provided by consultants with diverse expertise, he established Collective Impact, LLC.

Collective Impact has extensive knowledge and experience working with non-profit organizations, government agencies, colleges and universities, municipalities, counties, states, faith-based entities, ministries, entrepreneurs, foundations, systems, networks, associations, coalitions, collaborative groups, and cross-sector/multi-disciplinary teams. We serve clients tackling issues in numerous fields, including community economic development, affordable housing and home preservation/repair, early childhood learning and development, family support, human services, youth development, community/population health, education, seniors/older adults, city planning and revitalization, child welfare, mental/behavioral health, addiction/substance abuse, intellectual and developmental disabilities, problem gambling, law enforcement /criminal justice, transportation, arts and culture, recreation, food security, and others. Collective Impact has extensive experience serving clients in numerous rural, urban, and distressed communities in California, D.C., Florida, Georgia, Illinois, Kentucky, Michigan, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, and West Virginia. We are always seeking to expand our services into new areas, take on new challenges, and build new and enduring relationships.

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

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

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

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

Collective Impact has worked with diverse organizations and systems to assess their organizational and community needs and assets. We have conducted market analysis, feasibility/impact studies, and system analysis projects to identify ways to improve service delivery and agency interaction. We have also worked with groups whose missions are to coordinate and improve service delivery. We have worked with single systems, as well as multi-disciplinary groups on various projects, including some of the following:

- Strategic planning
- Needs assessment
- Service system and market analysis
- System reform and redesign
- Integration and strategic alliances
- Capacity building
- Outcomes evaluation
- Coalition building and collaborative development

Our Collective Impact team understands the complex and systemic issues encountered by the organizations and communities we serve and will bring this understanding and expertise to the DNR strategic planning project. To learn more about Collective Impact, please visit our website at <u>www.collectiveimpact.com</u>

#### **Examples of Previous Strategic Planning Work in West Virginia**

The following are some examples of statewide and local planning projects completed by Collective Impact throughout West Virginia. These examples demonstrate the scope, diversity, depth, and geographic reach of work throughout the state.

#### West Virginia Governor's Task Force on Early Childhood - Charleston, West Virginia

For over 16 month period, Collective Impact provided planning, coordination, facilitation, stakeholder engagement and input, and research services to assist the West Virginia Governor's Early Childhood Planning Task Force in the creation of the 10-year comprehensive Development Plan for Early Childhood in West Virginia. Recognizing the importance of the earliest years of life, Governor Earl Ray Tomblin created the Early Childhood Planning Task Force and charged it with creating a development plan for West Virginia's early childhood system. A 10-year plan for improving early childhood programs, financing, and governance was completed in September 2014. The Task Force partnered with the state's Early Childhood Advisory Council on the creation of the plan. More than 1,200 West Virginians provided input through community forums, stakeholder discussions, study groups, an online survey, and key informant interviews.

#### West Virginia Development Office - Charleston, West Virginia

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

# West Virginia University Center for Excellence in Disabilities (WVU CED) - Morgantown, West Virginia

Collective Impact facilitated a five-month strategic planning process with WVU CED in preparation for their 5-year Federal grant competitive renewal. The process included ongoing planning with CED leadership and four full-day planning sessions with all CED staff and statewide partners. The process culminated with the development of priority goals and strategies and identification of key statewide partners and activities to help guide the Center's future direction. Ultimately, the process provided a "road map" for the Center to intentionally move forward into the future and be better prepared for the competitive renewal.

#### West Virginia Head Start State Collaborative Office - Charleston, West Virginia

Collective Impact worked with a diverse stakeholder group consisting of state leaders of Head Start/EHS, Child Care, Pre-K, Birth to Three, Right from the Start, and Home Visitation Programs to conduct a state-wide needs assessment and strategic planning project. The project consisted of planning sessions with a cross-sector Steering Committee, a stakeholder survey, statewide

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community discussions, key informant interviews, and the development of a final needs assessment report and five-year strategic plan that was submitted to the National office of Head Start Collaboration.

#### West Virginia University School of Public Health, Morgantown - West Virginia

Over an 18-month period, Collective Impact worked with West Virginia University School of Public Health and its project partners, West Virginia Health Improvement Institute and West Virginia Health Innovation Collaborative, to provide planning, facilitation, research, branding communication, and stakeholder engagement and input services for the State Innovation Models (SIM) project. This process involved hundreds or health care stakeholders, including payers, providers, and consumers, coming together to assist in the development of a plan that provided the state a roadmap for health care system transformation. The project culminated with the development of a State Health System Innovation Plan (SHSIP) that was submitted to the Center for Medicare and Medicaid Services (CMS). SIM is based on the premise that state-led innovation, supported by broad stakeholder input and engagement, will accelerate health care delivery system transformation to provide better health and better care at a lower cost. SIM encourages public and private sector collaboration to design and test multi-payer models to transform the health care systems in the state.

#### West Virginia Affordable Housing Trust Fund – Charleston, West Virginia

Collective Impact worked with the West Virginia Affordable Housing Trust Fund (WVAHTF) to conduct an analysis of the affordable housing system in West Virginia in order to identify internal and external challenges/barriers related to accessing necessary funding for affordable housing development projects in the state. An Advisory Board was convened and primary and secondary research was conducted to inform the creation of a state-wide action plan that includes specific strategies to address capacity within local housing agencies/organizations and to work toward systemic changes in the affordable housing system at the state and federal levels. Services included planning, coordination, facilitation, stakeholder engagement and input, and research. Many new state initiatives have launched from the recommended strategies identified in this plan (i.e., Volunteer Housing Program, Nonprofit Capacity Building Initiative, West Virginia Housing Policy Group, etc.). The mission of the WVAHTF is to assist West Virginia communities in meeting affordable housing needs through financial resources, partnerships, and planning.

# West Virginia Department of Health and Human Resources (DHHR) Home Visitation Program (HVP)

Over the course of four years, Collective Impact provided an array of planning and system-building services for the West Virginia Home Visitation Program (WVHVP) to build and strengthen the capacity of the home visitation system in the state. Services have included providing quarterly, regional system-building planning meetings, home visitation expansion retreat services, and numerous trainings and workshops on a variety of related topics. The West Virginia Home Visitation Program involves partnerships at federal, state and community levels to help families in need. The program is available for pregnant women and all children (birth to five). The WVHVP connect families with services and resources that provide education and support and delivers positive support, education, referrals and information on resources.

### West Virginia Department of Health and Human Resources (DHHR) Bureau for Public Health (BPH), Division of Health Promotion and Chromic Disease (HPCD)

WV DHHR, BPH, HPCD contracted with Collective Impact to facilitate a planning process to help prepare for the Division's 5-year competitive renewal application that is due in 2018. The purpose of the planning project was to begin engaging key stakeholders in strategic dialogue to help think through where West Virginia currently is in addressing chronic disease management and prevention and what will take the State forward given the current health and economic landscape. The planning process included the identification of key accomplishments made by HPCD over the past funding period as well as priority goals and strategies to include in the renewal application. An environmental scan was conducted as part of the process, as well as review and revision of HPCD's vision, mission, and core values.

#### West Virginia Housing Policy Group – Charleston, West Virginia

The West Affordable Housing Trust Fund, Inc. and CommunityWorks in West Virginia, Inc., contracted with Collective Impact to conduct a statewide housing structure and funding analysis project. The project was conducted to provide diverse stakeholders a better understanding of the administrative structure and financing opportunities that supports the system in the state. The project included planning, facilitation, key informant interviews, strategic discussions, a survey of affordable housing organizations in the state, data review and analysis, market research and trend analysis, and the development of a report that included key findings and recommendations to lay the groundwork to increase resources for housing development, preservation, and rehabilitation in the state.

#### West Virginia Alliance of Family Resource Networks - Charleston, West Virginia

The West Virginia Alliance for Family Resource Networks (AFRN) contracted with Collective Impact to help support its Family Resource Network capacity building initiative. Strategic planning and research activities were conducted as part of the project. The project included planning, facilitation, literature review and research, a survey with FRN leadership, and a survey with FRN community stakeholders throughout the state. The process culminated in the development of a project report, legislative brief regarding the impact of FRNs on local community wealth (Seven Capitals Framework), and individual FRN profiles.

#### Mountwest Community and Technical College (MCTC)

Mountwest Community & Technical College (MCTC) contracted with Collective Impact to provide professional planning and assessment services to support its Attendance Pays Project. MCTC is a public institution of the West Virginia Community and Technical College System. MCTC wanted to understand how better to improve and streamline its attendance tracking and reporting process for faculty, students, financial aid, counselors, and other stakeholders. The Attendance Pays Project was carried out over a 5-month period and involved a review of internal attendance policy documents and data systems currently used for attendance reporting and tracking, stakeholder interviews for information collection, and a review of "best practices" used at colleges and universities across the country. The project produced a final report with key findings and recommendations to improve the efficiency and effectiveness of the attendance, retention, and financial disbursement systems.

#### University of Charleston, School of Pharmacy - Charleston, West Virginia

Collective Impact was engaged by the University of Charleston to facilitate a ten-month strategic planning process for the newly established School of Pharmacy. The project was undertaken to better understand UCSOP's needs and resources, including strengths, challenges, opportunities, and areas for improvement; establish a common vision for USCSOP's future; clarify and affirm the mission of UCSOP; engage students, faculty, staff, community members, and policy makers in ta participatory process to shape the further direction of and to encourage continued involvement in the school's growth; and develop a strategic plan to move UCSOP forward. The project consisted of planning sessions with a diverse Steering Committee, stakeholder discussions and a survey with faculty, staff, and students, and the development of a five-year strategic plan.

#### FHLB-Pittsburgh's Blueprint Communities - Community Coaching - Various West Virginia

Collective Impact worked with three (3) communities in West Virginia – City of Shinnston, WV, City of Salem, WV, and Ritchie County. Services included facilitation of planning sessions, assessment and asset mapping, visioning, stakeholder input, and guiding teams through development of a comprehensive community plan. City of Shinnston received a "Beacon Award" for their planning efforts in the category, "*Communicating with Clarity: Articulating Vision, Goals, Objectives and Measures.*"

#### CommunityWorks in West Virginia, Inc. – Charleston, West Virginia

Collective Impact provided services to facilitate the West Virginia Affordable Housing Market Opportunities Analysis and Business Planning project. The project consisted of planning sessions, twelve statewide community discussions, stakeholder survey, member survey, data review and analysis, and development of a statewide affordable housing market opportunities report and business plan. Collective Impact developed numerous proposals and helped to leverage funding for a variety of other CommunityWorks projects including the Housing Volunteer program, the West Virginia Housing Policy project and a grant from JP Morgan Chase Foundation to implement Collective Impact's signature Community Design Innovations model with four (4) of CommunityWorks member organizations and their communities. Collective Impact has also conducted several assessments/surveys for CommunityWorks in general and specifically as part of the Housing Policy project. Collective Impact also helped leverage funding and coordinated the West Virginia Affordable Housing Internship Program for four (4) consecutive years.

#### Hancock County, Marshall County, and Wetzel/Tyler County Health Departments

Collective Impact worked with the Hancock County, Marshall County and Wetzel/Tyler County Health Departments to develop three-year strategic plans to provide a road map for the future. Collective Impact also worked with the Marshall County and Wetzel /Tyler County Health Departments to update their Threat Preparedness community plans. For all projects, Collective Impact worked with a planning team and engaged community stakeholders through a series of community discussions. In general, the mission of the health departments in WV is to improve the wellbeing of communities by protecting against public health threats, preventing diseases, and promoting healthy living through education, regulation, and community partnerships

# Project LAUNCH – Charleston West Side Young Child Wellness Council – Charleston, West Virginia

For two consecutive years, Collective Impact provided planning, facilitation, and strategic planning services for the Project LAUNCH - Charleston West Side Young Wellness Council. The process culminated with the development of a strategic plan that serves to help guide the Council's future direction in improving the lives of children and their families living in the West Side of Charleston, West Virginia.

# Congregation of St. Joseph Ministries – Holy Family Child Care and Development Center – Wheeling, West Virginia

Collective Impact conducted an organizational assessment to assess the current and future viability of the Center, including determining the "bottom line" in regard to what might make the Center sustainable. Collective Impact also conducted a market/feasibility study of building a new childcare facility, including communication of regulatory requirements, needs and wants of staff, and parent preferences. Finally, Collective Impact conducted a strategic planning project for the organization which included planning sessions, stakeholder survey, data review and analysis, and preparation of a strategic plan document and action planning spreadsheets.

#### **Snowshoe Foundation, Inc.**

Collective Impact worked with the Snowshoe Foundation to develop a strategic plan for the organization. The project goal is to build the capacity of the fundraising efforts of the Snowshoe Foundation through the development of a strategic plan to further the organization's community goals. The strategic plan built upon emerging opportunities identified throughout the strategic planning process with a particular focus on development, funding diversification, and community outreach. The process culminated with the development of a strategic plan that recapped the activities and results of the planning process and serves to help guide the organization's future direction. The plan provides a "road map" or guide for the organization to intentionally move forward into the future.

#### **Telamon Corporation - Martinsburg, West Virginia**

Collective Impact was hired to provide strategic planning services for the housing and community development focused organization. A strategic plan was developed to provide a roadmap that is helping to guide the organization into the future. Also, action planning spreadsheets were developed to help the "champions" of the plan revise, update, and "work the plan" - making the strategic plan a living and fluid document.

#### **Appalachian Funders Network - Charleston, West Virginia**

Collective Impact worked with Appalachia Funders Network – Health Working Group over a oneyear period to help the group focus its efforts in a more strategic approach by facilitating regional meetings and providing strategic planning services for a diverse group of private, public, family, and corporate foundations/funders. Assisted participants in identifying opportunities and strategies for collaboration and co-investment of funding resources to improve communities in rural West Virginia and other Appalachian states.

#### City of Huntington - Huntington, West Virginia

Collective Impact facilitated a community economic development analysis and development of a long-range community plan for the city and a newly developed nonprofit in the community – Create Huntington, Inc. The project components included related data analysis and review, Huntington Speaks stakeholder and community input (discussion groups and survey), capacity assessment, development of a community profile, and development of a long-range strategic plan report, at-a-glance summary report, and action planning worksheets. Collective Impact also worked with the City of Huntington and key stakeholders to implement Collective Impact's signature model - Community Design Innovations around mid-range housing for the City which resulted in the development of a community-driven mid-range housing plan. Collective Impact also worked with the Guyandotte and Altizer communities of District 9 to engage the communities and develop a citizen-driven community plan. And our team recently worked with People Powered Huntington to help identity a vision, mission, core values, priority strategies, and a brand for the newly launched pedestrian and bike coalition.

#### City of Huntington Police Department (HPD) - Huntington, West Virginia

The City of Huntington, Huntington Police Department (HPD) was one of 11 entities in the nation to receive a Bureau of Justice Administration (BJA), Byrne Criminal Justice Innovation (BCJI) planning grant focusing on data-driven crime prevention, reduction, and intervention and community revitalization in the City's downtown area. Collective Impact worked with the HPD to develop and guide the Cross-Sector Partnership (collaboration) in strategic planning, research, engaging residents, businesses and other stakeholders, and developing a community-oriented crime reduction and economic development strategic plan to guide future efforts beyond the grant period. Phase 2 – implementation funding is pending.

#### Southern Appalachian Labor School (SALS) - Oak Hill, West Virginia

Collective Impact facilitated a market analysis, organizational assessment, and strategic planning process that resulted in the production of a strategic plan for the organization. The primary purpose of the project was to better position SALS to realize financial sustainability while maintaining fidelity to its mission. The project included a housing market analysis of Fayette County, data review and analysis, planning, facilitation, stakeholder survey, stakeholder discussions, financial data review, cost-benefit analysis and development of project report and strategic plan.

### Wayne County Family Resource Network (FRN) and Wayne County Commission – Wayne, West Virginia

Over a nine-month period, Collective Impact provided planning and facilitation services to analyze the community and economic development system and resources in Wayne County, West Virginia and to develop a county strategic plan. The project components include current and best practice research, service array inventory, related data review, stakeholder and community input (discussion groups, survey, interviews), and development of a comprehensive county plan and action planning worksheets.

#### Habitat for Humanity of Kanawha and Putnam (HFHKP) - Charleston, West Virginia

A planning and needs assessment projected was conducted by Collective Impact to fully assess the need and potential use of a sustainable Home Preservation Program throughout Kanawha and Putnam Counties for Habitat for Humanity of Kanawha and Putnam. The project engaged housing

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and community development providers through strategic planning, a stakeholder survey, and stakeholder discussions. A housing preservation coalition was launched as part of the project.

#### **Consulting Team Member Bios, Project Responsibilities, and Resumes**

Collective Impact proposes an experienced consulting team to work with WV DNR through its strategic planning efforts. Please find the following bios, project responsibilities, and resumes for Bruce E. Decker and Steven B. Heasley.

**Bruce E. Decker** is founder and owner of Collective Impact, LLC. Since 2001, Collective Impact has provided capacity building services to help organizations and communities achieve their mission, realize their vision, and thrive!

For the strategic planning project, Bruce will serve as the project manager assuring that all deliverable are met in a timely and quality manner. Bruce will plan for and facilitate all planning sessions with the DNR, the "pre-retreat" and strategic planning retreat session, and twelve (12) stakeholder discussions with identified community partners. Bruce will also assist in conducting the internal employee survey, data review, research, and analysis, and developing draft and final strategic plan documents.

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

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

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

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

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

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

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

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

#### PROFESSIONAL PROFILE

- Proven non-profit and for-profit leadership and administration knowledge and skills.
- Experienced in financial resource development and management, strategic planning, training, assessment, and evaluation.
- Demonstrated communication, marketing, public relations, and promotion skills.

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- Effective in organizational & community capacity building, system analysis and improvement, service coordination and integration, and cross-system networking and collaboration.
- Self-motivated, dedicated, determined, and creative risk taker with strong work ethic.
- Able to work independently or in a team environment
- Proficient at building networks and relationships among diverse groups of people with natural ability to inspire confidence, trust, and respect.

#### PROFESSIONAL CAPACITY

#### Leadership and Administration

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

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

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

#### Financial Resource Development and Management

- Experienced in financial resource development, oversight, and integrity.
- Provide consultation in grant seeking and fund development strategies for organizations and collaborative networks.
- Guide clients through all phases of the grant seeking process, including program planning, funding research, and grant writing.

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- Developed requests for proposals for state initiatives and evaluated submitted proposals.
- Planned, executed, and managed team and district budgets nearly \$5 million annually.

#### Teaching, Training, and Technical Assistance

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

#### Communication, Marketing, and Public Relations

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

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

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

#### PROFESSIONAL EXPERIENCE

• **Founder – Owner**, Collective Impact, LLC, Pittsburgh, Pennsylvania/Huntington West Virginia, *January 2001 - present*.

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- **Family Service System Reform Technical Assistant Consultant**, Center for Schools and Communities, Harrisburg, Pennsylvania, *January 1998 September 2001*.
- <u>Vice-President & District Administrator</u>, Action Youth Care, Inc., Huntington, West Virginia, *July 1992 June 1997*.
- <u>**Residential Care Staff**</u>, Autism Services Center, Huntington, West Virginia, *July 1990 July 1992*.
- <u>Graduate Teaching Assistant</u>, Marshall University, Communication Studies Department, Huntington, West Virginia, *August 1990 May 1992*.
- <u>Marketing Education Teacher & Cooperative Jobs Coordinator</u>, Martinsburg High School, Martinsburg, West Virginia, *July 1989 July 1990*.
- <u>**Residential Care Staff**</u>, Barboursville School Prestera Mental Health Center, Huntington, West Virginia, *August 1987 July 1989*.

#### ACADEMIC BACKGROUND

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

#### LICENSES, CERTIFICATES, & PROFESSIONAL AFFILIATIONS

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

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- West Virginia Safe Choices STD/HIV Prevention Trainer, 1993 1995
- West Virginia Region II Children's Summit member, *1992 1997*
- West Virginia Social Work License, 1992 1998
- West Virginia Teaching Certificate, 1989 1995

<u>Steven B. Heasley</u> owner of Heasley Consulting and a member of the Collective Impact team. For the strategic planning project, Steve will serve as the lead researcher, conduct data review, research, and analysis activities, design, administer, analyze, and summarize the internal employee survey, analyze and summarize the results of the twelve (12) stakeholder discussions, assist in preparing materials for the "pre-retreat" and strategic planning retreat sessions, and take the lead in developing draft and final strategic plan documents.

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

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

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

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

Page **21** of **27** 

recent years include agency and organizational cost-benefit analysis, housing policy development, evaluation of in-home family education programs, and housing market analysis.

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

#### **Steven B. Heasley – Resume**

P.O. Box 155 • Beverly, West Virginia 26253 • 304-636-3733 E-mail: <u>steveheasley@frontier.com</u>

#### Independent Consulting - 2004 to Present

#### **Employment History**

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

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

Major Areas of Work:

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

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• Developed resource manual and other materials for local community based organizations (Family Resource Networks).

Associate Director (1987 – 1992) Appalachian Community Health Center - Elkins, WV

Major Accomplishments:

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

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

Appalachian Community Health Center - Elkins, WV

Major Accomplishments:

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

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

Appalachian Community Health Center - Elkins, WV

Major Accomplishments:

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

**Director of Children's Services** (1976 – 1978) West Virginia Department of Health – Spansor and Labi

West Virginia Department of Health - Spencer and Lakin, WV

Major Accomplishments:

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

**Special Education Teacher** (1974 – 1976) West Virginia Department of Health - Spencer, WV

Major Accomplishments:

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

#### **Education**

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

West Virginia University Graduate Studies, Sociology - 1971-72

West Virginia University Bachelor of Physics – 1970

#### Skill Areas

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

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#### Appointments and Professional Committees

- Gubernatorial Transition Team for Governor Joe Manchin 2004-05
- West Virginia Partnership to Promote Community Well Being (gubernatorial appointment) 2004 to 2010
- Board of Directors of the West Virginia Welfare Reform Coalition 2002 to 2004
- Board of Directors of the West Virginia Rural Research and Policy Institute 2001 to 2005
- West Virginia Prevention Resource Center Management Board 1999 to 2003
- Steering Team for the Community Voices Project of the W. K. Kellogg Foundation 1997 to 2001
- Welfare Reform Impact Initiative Collaborative 1997 to 1998
- Governmental Inter-Relations Team for Welfare Reform 1996 to 1998
- White House Domestic Policy Council Partnerships for Stronger Families Working Group 1996 to 1998
- Education First Goals 2000 Advisory Group 1995
- Rural Health Advisory Council 1994 to 1995
- West Virginia Rural Development Council Governing Board 1995 to 1999
- West Virginia School Health Advisory Committee 1994
- Medicaid Managed Care Work Group 1994
- National Steering Committee for the Alliance of Statewide Family Resource and Support Initiatives - 1994 to 2002
- Legislative Interim Committee on Medicaid Financing 1992
- Legislative Task Force on Uncompensated Health Care and Medicaid 1991
- Medicaid Rate Adjustment General Board (gubernatorial appointment) 1991 to 1993
- Children's Services Planning Group of the West Virginia Department of Health and Human Resources 1990 to 1993
- West Virginia State Mental Health Planning Council 1989 to 1993
- Advisory Committee to the Governor's Task Force on Children, Youth and Families 1989
- Advisory Committee to the State Council for Children's Services 1987
- Child and Adolescent Service System Task Force 1986 to 1988
- Adolescent Chemical Dependency Task Force 1986
- Protection and Advocacy Mental Health Advisory Board 1986 to 1990
- Governor's Committee on Crime Delinquency and Correction (gubernatorial appointment) -1985 to 1990
- Founding Member and Member of Board of Directors Children's Policy Institute of West Virginia 1983 to 1994
- West Virginia State Advisory Group for Juvenile Justice and Delinquency Prevention (gubernatorial appointment) 1977 through 1990
- Community Collaborative Structures presented at the Alliance for Statewide Family Resource and Support Initiatives National Meeting Louisville, Kentucky 1997
- Summary of Financing Discussions presented at the White House Partnership for Stronger Families, Washington, DC 1997

Page **25** of **27** 

- Blended Financing Strategies presented at the Regional Family Preservation and Family Support Forum, Philadelphia, Pennsylvania 1996
- Financing Analysis presented at a meeting of the National Association of Child Advocates, Washington DC 1996
- Financing Strategies in West Virginia presented at the Alliance for Statewide Family Resource and Support Initiatives National Meeting, Minneapolis, Minnesota 1996
- West Virginia's Family Preservation and Support Initiative presented at the Annual Meeting of the Child Welfare League of America, Washington, DC 1996
- Systemic Reform Lessons Learned presented at the Governor's State University RAP 2000 Conference, Chicago, Illinois 1995
- Family Preservation presented at the 3rd Annual Meeting of the American Orthopsychiatric Association, Chicago, Illinois 1986
- New Developments in Learning Disabilities Curriculum presented at the National Meeting of the Association for Exceptional Children, Atlanta, Georgia 1976

#### Attachments

- Final\_ARFQ\_0310\_DNR1800000033\_1\_ARFQ\_FORM
- Final\_ARFQ\_0310\_DNR1800000033\_2\_ARFQ\_FORM(9)
- Addendum No. 1 Strategic Plan and Facilitation Services(2)
- WVDNR Strategic Plan
- Purchasing Affidavit
- Insurance Proof of Coverage



#### State of West Virginia Request For Quotation Consulting

Procurement Folder : 415527									
Docume	Document Description : Strategic Plan Development and Facilitation Services								
Pro	Procurement Type : Agency Purchase Order								
Date Issued	Solicitation Closes		Solic	itation No	Version	Phase			
2018-01-23	2018-02-12 13:30:00	ARFQ	0310	DNR1800000033	1	Final			

SUBMIT RESPONSES TO:			VENDOR
BID RESPONSE			Vendor Name, Address and Telephone
DIVISION OF NATURAL RESOURCES			Bruce E. Decker, Owner
PROPERTY & PROCUREMENT OFFICE			Collective Impact, LLC
324 4TH AVE			16 Owls Lair Drive,
SOUTH CHARLESTON	WV	25303-1228	Huntington, WV 25701
US			724.513.6019

FOR INFORMATION CONTACT THE Angela W Negley (304) 558-3397 angela.w.negley@wv.gov

12

FEIN # 14-1944676

DATE 01.30.18

 Signature X
 FEIN #
 14

 All offers subject to all terms and conditions contained in this solicitation
 Date Printed : Jan 23, 2018
 Solicitation Number : DNR1800000033
 Page : 1

#### ADDITIONAL INFORMATION:

To establish a contract for strategic planning facilitation and preparation of a multi-year strategic plan that includes preliminary research and analysis, strategic planning meeting facilitation.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES	DIVISION OF NATURAL RESOURCES
ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE	ADMINISTRATION SECTION
324 4TH AVE	324 4TH AVE
SOUTH CHARLESTON WV25303-9730	SOUTH CHARLESTON WV 25303
US	US

Line	Commodity Lir	e Description	Qty	Unit Issue	Unit Price	Total Price
1	Preliminary Res	earch and Analysis				
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Item No. 4.				SHIP TO		
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ADMINIST	RATION -PROPER	RTY & PROCUREME	NT OFFICE	ADMINISTRATION SE	ECTION	
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US	US	

Line	Commodity Line Descript	tion Qty	Unit Issue	Unit Price	Total Price
2	Strategic Planning Meeting Facilitation				
Commodity	Code Manufacturer		Model #	Specification	
80101504				=	

Extended Description Item No. 4.1.2

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE	DIVISION OF NATURAL RESOURCES ADMINISTRATION SECTION 324 4TH AVE
SOUTH CHARLESTON WV25303-9730	SOUTH CHARLESTON WV 25303
US	US

Line	Commo	odity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Strateg	ic Plan Development				
Commodi	ity Code	Manufacturer	Model #		Specificat	tion
80101504						

### Extended Description Item No. 4.1.3

SCHEDULE OF EVENTS
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Line 1

- <u>Event</u> Technical Question Deadline 9:00 a.m.

Event Date 2018-01-29

	Document Phase	Document Description	Page 4
DNR180000033	Final	Strategic Plan Development and Facilitation	of 4
		Services	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



### State of West Virginia Request For Quotation Consulting

Procu	Procurement Folder : 415527							
Docume	Document Description : Addendum No.1 WVDNR Agency Strategic Plan							
Pro	Procurement Type : Agency Purchase Order							
Date Issued	Solicitation Closes		Solic	itation No	Version	Phase		
2018-01-31	2018-02-12 13:30:00	ARFQ	0310	DNR180000033	2	Final		

SUBMIT RESPONSES TO:			VENDOR
BID RESPONSE			Vendor Name, Address and Telephone
DIVISION OF NATURAL RESOURCES			Bruce E. Decker, Owner
PROPERTY & PROCUREMENT OFFICE			Collective Impact, LLC
324 4TH AVE			16 Owls Lair Drive,
SOUTH CHARLESTON	WV	25303-1228	Huntington, WV 25701
US			724.513.6019

FOR INFORMATION CONTACT THE Angela W Negley (304) 558-3397 angela.w.negley@wv.gov

12 Signature X

FEIN # 14-1944676

DATE 01.31.18

All offers subject to all terms and conditions contained in this solicitation Date Printed : Jan 31, 2018 Solicitation Number : DNR1800000033

#### ADDITIONAL INFORMATION:

Addendum No.01 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCE ADMINISTRATION -PROPERTY & PR	-	DIVISION OF NATURAL RESOURCE ADMINISTRATION SECTION	ES
324 4TH AVE		324 4TH AVE	
SOUTH CHARLESTON	WV25303-9730	SOUTH CHARLESTON	WV 25303
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Preliminary Research and Analysis				
Commodi	ty Codo Manufacturor	Model #		Specificat	ion

 Commodity Code
 Manufacturer
 Model #
 Specification

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#### Extended Description

Item No. 4.1.1

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE	DIVISION OF NATURAL RESOURCES ADMINISTRATION SECTION 324 4TH AVE
SOUTH CHARLESTON WV25303-9730	SOUTH CHARLESTON WV 25303
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price	
2	Strategic Planning Meeting Facilitation					

Commodity Code	Manufacturer	Model #	Specification	
80101504				

#### **Extended Description**

Item No. 4.1.2

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES	DIVISION OF NATURAL RESOURCES
ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE	ADMINISTRATION SECTION
324 4TH AVE	324 4TH AVE
SOUTH CHARLESTON WV25303-9730	SOUTH CHARLESTON WV 25303
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Strategic Plan Development				

Commodity Code	Manufacturer	Model #	Specification	
80101504				

#### **Extended Description**

Item No. 4.1.3

#### SCHEDULE OF EVENTS

Line Even 1 Tech a.m.

Event Technical Question Deadline 9:00 Event Date 2018-01-29

	Document Phase	Document Description	Page 4
DNR180000033	Final	Addendum No.1 WVDNR Agency Strategic	of 4
		Plan	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions


#### State of West Virginia Request For Quotation Consulting

Proc	urement Folder : 415527	7				
	ent Description : Addend curement Type : Agency			Agency Strategic Plan		
Date Issued	Solicitation Closes		Solic	itation No	Version	Phase
2018-01-31	2018-02-12 13:30:00	ARFQ	0310	DNR180000033	2	Draft

SUBMIT RESPONSES TO:			VENDOR	
BID RESPONSE			Vendor Name, Address and Telephone	
DIVISION OF NATURAL RESOUR	CES		Bruce E. Decker, Owner	
PROPERTY & PROCUREMENT C	FFICE		Collective Impact, LLC	
324 4TH AVE			16 Owls Lair Drive,	
SOUTH CHARLESTON	WV	25303-1228	Huntington, WV 25701	
US			724.513.6019	

FOR INFORMATION CONTACT THE Angela W Negley (304) 558-3397 angela.w.negley@wv.gov

Signature X

FEIN # 14-1944676

DATE 01.31.18

All offers subject to all terms and conditions contained in this solicitation
Date Printed : Jan 31, 2018 Solicitation Number : DNR1800000033 Page : 1

FORM ID : WV-PRC-ARFQ-001

#### ADDITIONAL INFORMATION:

Addendum No.01 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO	SHIP TO	
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUF 324 4TH AVE	EMENT OFFICE DIVISION OF NATURAL RESOURCES ADMINISTRATION SECTION 324 4TH AVE	
SOUTH CHARLESTON WV25	03-9730 SOUTH CHARLESTON WV 2530	3
US	US	

Line	Commodity Line Description	Qty		Unit Issue	Unit Price	Total Price
1 Preliminary Research and Analysis						Total Thee
Commodity C	ode Manufacturer		Model #		Specificat	ion
80101504			A NAME OF A DESCRIPTION		opeenieur	

**Extended Description** Item No. 4.1.1

INVOICE TO	SHIP TO		
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE	DIVISION OF NATURAL RESOURCES ADMINISTRATION SECTION 324 4TH AVE		
SOUTH CHARLESTON WV 25303-9730	SOUTH CHARLESTON WV 25303		
US	US		

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	Strategic Planning Meeting Facilitation				- Total T Hoc

Commodity Code	Manufacturer	Model #	Specification	
80101504			opconneution	

# Extended Description Item No. 4.1.2

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE	DIVISION OF NATURAL RESOURCES ADMINISTRATION SECTION 324 4TH AVE
SOUTH CHARLESTON WV25303-9730	SOUTH CHARLESTON WV 25303
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Strategic Plan Development			Unit Thee	Total Price
Commod	lity Code Manufacturer	Model #		Specificat	ion
80101504	4			opecificat	
Extended Item No. 4	d Description 4.1.3				
SCHEDU	LE OF EVENTS				
<u>Line</u> 1	Event Technical Question Deadline a.m.	e 9:00 Event Date 2018-01-29			

DNR180000033	Document Phase	Document Description	Page 4
	Draft	Addendum No.1 WVDNR Agency Strategic	of 4
		Plan	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

### SOLICITATION NUMBER: ARFQ DNR18\*33 Addendum Number: No. 1

The purpose of this addendum is to modify the solicitation identified above to reflect the change (s) identified and described below.

#### Applicable Addendum Category:

- [ ] Modify bid opening date and time
- [] Modify specifications of product or service being sought
- [X] Attachment of vendor questions and responses
- [] Attachment of pre-bid sign-in sheet
- [ ] Correction of error
- [] Other

#### Description of Modification to Solicitation: see Attachment A

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor Questions and agency Answers

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

DNR 07042017

# Attachment A

#### ADDENDUM NO. 01 REQUEST FOR QUOTATION West Virginia Division of Natural Resources-Director's Office Strategic Plan Development and Facilitation Services

#### **RESPONSE TO VENDOR QUESTIONS**

#### Vendor Question No. 1:

In reviewing the documents on line to support your RFQ for strategic plan development & facilitation services. I do not find a scope fo work or performance work statement. Is there anything that describes the scope fo work and tasks to be performed, etc?

#### Agency Response:

Please refer to page 1 of the RFQ for the purpose and scope and to pages 3-5 of the RFQ for guidance on the tasks to be completed.

#### Vendor Question No. 2:

May we provide a team approach to this project?

#### Agency Response:

Yes; however, the Agency will only enter into a contract with a single lead vendor who will be responsible for meeting the outcomes and deliverables as specified in the RFQ.

#### Vendor Question No. 3:

When was the last time a strategic plan was developed? By whom?

#### **Agency Response:**

No strategic plan exists for the Agency.

#### Vendor Question No. 4:

Who has developed the benchmarks and reports that will be used for this plan?

#### **Agency Response:**

The vendor shall identify external benchmarks to be used in the creation of the strategic plan. Please refer to section 4 of the RFQ, Mandatory Requirements. Internal reports were developed by various Sections of the Agency and can be requested by the winning vendor to aid in the completion of the strategic plan along with any external reports.

#### Vendor Question No. 5:

How many project stakeholders do you expect will attend the Strategic Planning Retreat?

Agency Response:

Approximately 40 -50 stakeholders.

#### Vendor Question No. 6:

Is there a timeline that will be driving the deadline for completing the strategic plan?

#### **Agency Response:**

The strategic plan must be completed within 270 days from the time a notice is proceed is issued following the award of a contract.

#### Vendor Question No. 7:

Is there a maximum budget planned for the development of the strategic plan?

#### Agency Response:

No.

### Vendor Question No. 8:

May we submit our technical and cost proposal documents in PDF?

#### **Agency Response:**

All bids must be submitted electronically through wvOASIS or signed and delivered to the Property and Procurement Office. The bid delivery address is:

West Virginia Division of Natural Resources Property and Procurement Office **BID RESPONSE** 324 4<sup>th</sup> Avenue South Charleston, WV 25303

#### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO .: AFRQ 180000033

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

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

Addendum Numbers Received: (Check the box next to each addendum received)

Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10

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

Collective Impact, LLC	
Company	
BEDR	
Authorized Signature	
01.31.18	
Data	

Date

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



### State of West Virginia Request For Quotation Consulting

Proc	urement Folder : 415527	7			
	ent Description : Strateg curement Type : Agency		nt and Facilitation Services		
Date Issued	Solicitation Closes	Solid	tation No	Version	Phase
2018-01-29	2018-02-12 13:30:00	ARFQ 0310	DNR180000033	1	Draft

SUBMIT RESPONSES TO:			VENDOR	
BID RESPONSE			Vendor Name, Address and Telephone	
DIVISION OF NATURAL RESOUR	RCES		Bruce E. Decker, Owner	
PROPERTY & PROCUREMENT O	OFFICE		Collective Impact, LLC	
324 4TH AVE			16 Owls Lair Drive	
SOUTH CHARLESTON	WV	25303-1228	Huntington, WV 25701	
US			724.513.6019	

FOR INFORMATION CONTACT THE Angela W Negley (304) 558-3397 angela.w.negley@wv.gov

Signature X

1 .

14-1944676 FEIN #

01/30/18 DATE

All offers subject to all terms and conditions contained in this solicitation Date Printed : Jan 23, 2018 Solicitation Number : DNR1800000033

Page : 1

FORM ID : WV-PRC-ARFQ-001

#### ADDITIONAL INFORMATION:

To establish a contract for strategic planning facilitation and preparation of a multi-year strategic plan that includes preliminary research and analysis, strategic planning meeting facilitation.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE	DIVISION OF NATURAL RESOURCES ADMINISTRATION SECTION 324 4TH AVE
SOUTH CHARLESTON WV25303-9730	SOUTH CHARLESTON WV 25303
US	US

Line	Commo	odity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Prelimir	nary Research and Analysis				
Commodity	v Code	Manufacturer	Мо	del #	Specificat	tion
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#### **Extended Description**

Item No. 4.1.1

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREMENT OFFICE 324 4TH AVE	DIVISION OF NATURAL RESOURCES ADMINISTRATION SECTION 324 4TH AVE
SOUTH CHARLESTON WV25303-9730	SOUTH CHARLESTON WV 25303
US	US

Line	Comme	odity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	Strateg Facilitat	ic Planning Meeting tion				
Commod	ity Code	Manufacturer	Mod	el #	Specificat	tion
80101504	4				2	

Extended Description Item No. 4.1.2

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES ADMINISTRATION -PROPERTY & PROCUREME 324 4TH AVE	OFFICE DIVISION OF NATURAL RESOURCES ADMINISTRATION SECTION 324 4TH AVE
SOUTH CHARLESTON WV 25303-9	0 SOUTH CHARLESTON WV 25303
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	Strategic Plan Development				

Commodity Code	Manufacturer	Model #	Specification	
80101504			and the second	

# Extended Description Item No. 4.1.3

#### SCHEDULE OF EVENTS

Line 1

Event Technical Question Deadline 9:00 a.m.

Event Date 2018-01-29

	Document Phase	Document Description	Page 4
DNR180000033	Draft	Strategic Plan Development and Facilitation	of 4
		Services	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

#### INSTRUCTIONS TO VENDORS SUBMITTING BIDS West Virginia Division of Natural Resources Agency Formal Procurements

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 a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. 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 <u>not</u> be held prior to bid opening.

A NON-MANDATORY pre-bid meeting will be held at the following place and time:

A MANDATORY pre-bid meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No 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 (5) 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 Property and Procurement Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

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

Question Submission Deadline: January 29, 2017, at 9:00 a.m.

Submit Questions to: West Virginia Division of Natural Resources Property and Procurement Office Attention: Angela White Negley South Charleston, WV 25303 Fax: (304) 558-2165 Email: Angela.W.Negley@wv.gov

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

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

West Virginia Division of Natural Resources Property and Procurement Office **BID RESPONSE** 324 4<sup>th</sup> Avenue South Charleston, WV 25303

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

SEALED BID: BUYER: Angela White Negley SOLICITATION NUMBER: ARFQ DNR1800000033 SOLICIATION CLOSING DATE: February 12, 2018 SOLICIATION CLOSING TIME: 1:30 p.m. FAX NUMBER: 304-558-3397

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus\_convenience copies of each to the Property and Procurement Office at the address shown above. Additionally, the Vendor should identify the bid type as either

a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to ARFP)
Technical
Cost

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

Bid Opening Date and Time: February 12, 2018, at 1:30 p.m.

Bid Opening Location: West Virginia Division of Natural Resources Property and Procurement Office 324 4<sup>th</sup> Avenue South Charleston, WV 25303

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

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

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

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

**12. COMMUNICATION LIMITATIONS:** In accordance with Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid any applicable fees.

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

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

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 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. Code R. § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. Code R. § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

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

**19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

**20. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

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

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

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

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

#### GENERAL TERMS AND CONDITIONS: West Virginia Division of Natural Resources Agency Formal Procurements

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Chief Procurement Officer, or his or her 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" means the West Virginia Division of Natural Resources.

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

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

**2.4.** "Chief Procurement Officer" means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.

**2.5.** "**Property and Procurement Office**" means the section within the Division headed by the Chief Procurement Officer and its personnel.

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

**2.7.** "Award Document" means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.8.** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.

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

**2.10. "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.

**2.11. "Will"**, **"Shall"** and **"Must"** identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

**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 Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office 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 <u>successive one (1) year periods or multiple renewal periods of less than one year</u>, provided that the multiple renewal periods do not exceed <u>months in total</u>. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 270 days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

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

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

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

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

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

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

6. EMERGENCY PURCHASES: Chief Procurement Officer 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 Chief Procurement Officer, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_\_. The performance bond must be received by the Property and Procurement Office prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value. **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Property and Procurement Office prior to Contract award.

**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 Property and Procurement Office prior to Contract award.

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
 \$500,000

Automobile Liability Insurance in at least an amount of: \$500,000

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

Commercial Crime and Third-Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of:

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

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

10. LITIGATION BOND: The Chief Procurement Officer 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 Property and Procurement Office. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Property and Procurement Office. In lieu of a bond, the protester may submit a cashier's check 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of \_\_\_\_\_\_\_ 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.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

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

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

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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

**25.** WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the 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, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

**28.** WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

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

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

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

**33.** LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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 Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the

performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

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

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

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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

**42. 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:

**c.** The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

**d.** The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. 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 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

#### ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: \_\_\_\_\_\_\_Contractor's License No.: WV-\_\_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va.

Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21- 1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.
## 7. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon

wage rates.

□ The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

**iv.** If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

**b.** Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

**c.** Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

**iii.** The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

### Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: \_\_\_\_

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary.

20171020v

## ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va.

Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Bruce E. Decker, Owner (Name, Title)	
Bruce E. Decker, Owner	
(Printed Name and Title)	
16 Owls Lair Drive, Hunting	gton, WV 25701
(Address)	
724.513.6019 (phone)	866.618.3968 (fax)
(Phone Number) / (Fax Number)	
bruce@collectiveimpact.co	om
(email address)	

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

Collective Impact, LLC

(Company)

FIDA

Bruce E. Decker, Owner

(Authorized Signature) (Representative Name, Title)

Bruce E. Decker, Owner (Printed Name and Title of Authorized Representative)

01.30.18

(Date)

724.513.6019 (phone) 866.618.3968 (fax) (Phone Number) (Fax Number)

#### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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

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

Addendum Numbers Received: (Check the box next to each addendum received)

Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10

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

Collective Impact, LLC	
Company	
DETRI	
Authorized Signature	
01.30.18	

Date

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

## **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Division of Natural Resources (the Agency) is soliciting bids on behalf of the Director's Office to establish a contract for strategic planning facilitation and preparation of a multi-year strategic plan. Please note: this project has an expedited project timeline with completion of all contract deliverables due no later than Fall 2018.
- 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 "Agency" means the West Virginia Division of Natural Resources.
  - **2.2** "Contract Services" means preliminary research and analysis, strategic planning facilitation, and strategic plan development as more fully described in these specifications.
  - 2.3 "Pricing Page" means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - 2.4 "Primary Research" means new research carried out to answer specific issues or questions.
  - **2.5** "Secondary Research" means the use of information previously researched for other purposes and publicly available.
  - **2.6** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.
- **3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

Vendor should submit a resume, curriculum vitae, references, certificates, or other supporting documentation confirming the following qualifications:

3.1. Prior experience working with state government agencies or public sector organizations.

- 3.2. Three years of paid experience interpreting and applying current strategic planning research, techniques, and strategies.
- 3.3. Three years of paid experience facilitating various groups and collaborating with diverse groups of people.
- 3.4. Three years of paid experience leading groups and large organizations (250 500 employees who are headquartered in multiple locations) in strategic planning efforts, including executives, managers, and their teams.
- 3.5. Three years of paid experience demonstrating proficiency in data analysis and reporting.
- 3.6. Bachelor's degree or above in Communications, Public Administration, Business Administration, Leadership, Organizational Management, or related field for key personnel that will be involved with the creation of the strategic plan. Demonstrated experience may be substituted for educational requirements.
- 3.7. Three years of paid experience demonstrating proficiency in developing major reports and plans.

## 4. MANDATORY REQUIREMENTS:

#### 4.1 Mandatory Contract Services Requirements and Deliverables:

It is the statutory mission of the Agency to provide and administer a long range comprehensive program for the exploration, conservation, development, protection, enjoyment and use of the natural resources of the State of West Virginia.

To aid the Agency in carrying out its mission, the Agency is soliciting quotations from qualified individuals and/or entities for strategic planning facilitation services and to develop a multi-year comprehensive strategic plan. The strategic plan shall include, but is not limited to, vision and mission statements for the Agency, agency-wide goals and objectives, a list of strategies to accomplish each objective, and performance measures to assist in tracking progress along the way. The term of the strategic plan shall cover three years, but should be flexible enough to span subsequent years if needed to accomplish the tasks described herein.

In addition to the Director's Office, the Agency is comprised of four separate sections: 1. Administration 2. Law Enforcement 3. Parks and Recreation and 4. Wildlife Resources. Two additional offices report directly to the Director's Office as well, the Office of Land and Streams and the Office of Planning, Engineering and Maintenance.

The Agency employs approximately 825 full-time staff people and 1,000 temporary positions throughout the entire state and is responsible for numerous activities, including, but not limited to: fish and wildlife management activities on 490,186 acres of public wildlife management areas and state forests, 77,078 acres of state parks, 20,000 miles of fishable streams and rivers, nine state fish hatcheries, one state wildlife center, one state natural area, issuance of approximately 850,000 annual hunting and fishing licenses, the statewide publication of the Wonderful West Virginia magazine, land acquisition, law enforcement to protect the State's natural resources, hunter and boater education, as well as the development and management of thirty-five state parks, nine state forests and two rail trails. All major reporting entities including the four sections as well as central offices reporting to the Director's Office are to be included in the planning process. An organizational chart is included herein as Exhibit B.

Contract Services must meet or exceed the mandatory requirements listed below.

#### 4.1.1 Task I: Preliminary Research and Analysis

#### Vendor will be responsible for completing the following deliverables:

- **4.1.1.1** Preliminary Research & Analysis: Vendor shall coordinate with the Agency to conduct primary research and analysis in advance of the Strategic Planning Retreat. The primary research must include at least an internal survey or other appropriate mechanism to capture input from all sections and offices of the Agency. Additional primary research is encouraged.
- **4.1.1.2** Secondary Research and Analysis: Vendor shall use appropriate existing Agency and publicly available data, external benchmarks, and internal and external reports. Internal reports will be made available upon award of the contract.

- **4.1.1.3** A meeting to review organizational health including a SWOT analysis or similar tool and the results of primary research must be held and completed at least one (1) week prior to the Strategic Planning Retreat.
- **4.1.1.4** Task I, Preliminary Research & Analysis, must be completed and approved by the Agency at least (one) (1) week prior to the Strategic Planning Retreat.

#### 4.1.2 Task II: Strategic Planning Meeting Facilitation

Vendor will be responsible for completing the following deliverables:

- 4.1.2.1 Preparation of meeting agenda.
- **4.1.2.2** Development and use of planning worksheets. Documents and worksheets for the purpose of this project are to be developed by the vendor. Copies can be made by the Agency.
- 4.1.2.3 Facilitation of a Strategic Planning Retreat to last a minimum of 1.5 days to no more than two (2) days with breakout sessions on dates to be determined by the Agency. Please note, the successful vendor is not responsible for meeting logistics such as venue selection and venue payment.
- 4.1.2.4 Preparation of meeting notes and action items.
- **4.1.2.5** Task II, Strategic Planning Meeting Facilitation, must be completed no later than the date to be determined by the Agency following contract award.

#### 4.1.3 Task III: Strategic Plan Development

Vendor will be responsible for completing the following deliverables:

- **4.1.3.1** Preparation of final language for the vision, mission, and strategic goals for approval by DNR leadership [based on feedback and input received during Task I and Task II].
- **4.1.3.2** Objectives must be incorporated into the strategic plan and development of accompanying performance measurement system framework.
- **4.1.3.3** Coordination of the process to prioritize and sequence strategies and projects.
- 4.1.3.4 The strategic plan development process must include preparation of final draft version of the strategic plan and coordination of the review process, editing, and approval by Agency's leadership. Twelve (12) final print copies and an electronic copy shall be provided to the Agency upon completion and shall remain the sole property of the Agency with all inherited rights.
- **4.1.3.5** Task III, Strategic Plan Development, must be completed no later than the date to be determined by the Agency following contract award.

#### 5. CONTRACT AWARD:

**5.1. Contract Award:** The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Vendor will be paid progression payment after completion and acceptance of each of the deliverables.

Vendor will be required to submit the following documents following contract award within fifteen (15) days:

Vendor must provide a summary of their proposal providing an overview of Tasks 1 The summary should be no more than two pages.

- 2. Vendor must provide a description of proposed activities to be conducted to accomplish Tasks 1-3 set forth in this RFQ.
- 3. Vendor must provide a project timeline with a schedule of activities to take place to accomplish tasks outlined in the RFQ along with dates of when activities will be accomplished.
- 4. Vendor must provide a staffing plan that includes a list of each person who will work in developing the strategic plan along with his or her respective role.
- **5.2. Pricing Page:** Vendor should complete the Pricing Page by entering the full fee for each element listed on the attached pricing page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document.

- 6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. **PAYMENT:** Agency shall pay the cost for each component, Preliminary Research and Analysis, Strategic Planning Meeting Facilitation, and Strategic Plan Development and Completion, upon satisfactory completion of specified services, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- **9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- **9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- **9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- **9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

#### **10. VENDOR DEFAULT:**

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

- **10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- **10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
  - 10.2.1. Immediate cancellation of the Contract.
  - **10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
  - 10.2.3. Any other remedies available in law or equity.

## **11. MISCELLANEOUS:**

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

Contract Manager:	Bruce E. Decker		
Telephone Number:	724.513.6019		
Fax Number:	866.618.3968		
Email Address:	bruce@collectiveimpact.com		
Mailing Address:	16 Owls Lair Drive		
0	Huntington, WV 25701		

## REQUEST FOR QUOTATION West Virginia Division of Natural Resources Strategic Plan Development and Facilitation Services Exhibit A - Pricing Page

Item No.	DESCRIPTION	Unit of Measure	Quantity	Amount		
4.1.1	Task I: Preliminary Research and Analysis	Job	1	\$ 26,600		
4.1.2	Task II: Strategic Planning Meeting Facilitation	Job	1	\$ 5,800		
4.1.3	Task III: Strategic Plan Development	Job	1	\$ 11,800		
		Т	<b>DTAL:</b>	\$ 44,200		

Collective Impact, LLC

Company Name

2EDRI

Authorized Signature

01.30.18

Date

#### Exhibit B – Organizational Chart

#### West Virginia Division of Natural Resources

**Director's Office** 

#### **Strategic Plan Completion and Facilitation Services**



## STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

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

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

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

#### **DEFINITIONS:**

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

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

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

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

#### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name:Cellective Impact, LLC		
Authorized Signature:	Date:	)1/26/18
State of West Virginia		
County of Cabell to-wit:		
Taken, subscribed, and sworn to before me this $24$ day of	Januasy	, 20 18
My Commission expires <u>12 March</u>	20 2.2	
AFFIX BUNNING IN	ARY PUBLIC _ Frank	& Lambetus #
Frank Lambertus II 3042 Mc Coy Rd. Huntington, WV 25701 My commission expires March 12, 2022	Purcl	h <b>asing Affidavit</b> (Revised 01/19/2018)

ACORD	

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

									28/201/
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Insurance									
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CERTIFICATE HOLDER Evidence of Insurance				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHORIZED REPRESENTATIVE Roseanne Francis/RMF Forener M. Frances				

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