



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

Request for Quotation

RFQ NUMBER
BCF10074

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE
 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/01/2010				

BID OPENING DATE:

04/01/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-77		
<p>OPEN-END BLANKET CONTRACT</p> <p>CHILD ABUSE PREVENTION GRANTEES PROTECTIVE FACTORS EVALUATION PROJECT</p> <p>THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR CHILDREN AND FAMILIES (BCF) IS SEEKING BIDS TO OBTAIN PROFESSIONAL AND SUPPORT SERVICES TO ASSIST IN THE ADAPTATION/DEVELOPMENT OF A CLIENT SURVE TO MEASURE CLIENT OUTCOMES OF PREVENTION PROGRAMS RELATED TO PROTECTIVE FACTORS.</p> <p>PLEASE SEE ATTACHED.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C.S.R. §148-1-6.6)



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<p>REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO ONE (1) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT.</p>						

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<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 3/16/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ NO.:-----BCF10074----- BID OPENING DATE:-----4/1/2010-----						

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 25301-3711 304-558-4682

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03/01/2010				

BID OPENING DATE: **04/01/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: -----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ BCF10074 ***** TOTAL: _____						

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**WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN
RESOURCES BUREAU FOR CHILDREN AND FAMILIES
350 CAPITOL STREET, ROOM 730
CHARLESTON, WEST VIRGINIA 25301-3702**

**Request for Quotation
RFQ# BCF10074**

**Child Abuse Prevention Grantees Protective Factors
Evaluation Project**

ADMINISTRATIVE AND CONTRACTUAL TERMS

Purpose:

The Department of Health and Human Resources (DHHR), Bureau for Children and Families (BCF) is seeking bids to obtain professional and support services to assist in the adaptation/development of a client survey to measure client outcomes of prevention programs related to Protective Factors.

Project Background:

Beginning July 1, 2005, the West Virginia Department of Health and Human Resources assumed the funding and responsibility for the federal Community Based Child Abuse Prevention (CBCAP) program from the now dissolved Governor's Cabinet on Children and Families. CBCAP is a federal funding stream that the state of West Virginia receives to develop, operate, expand, and enhance community-based, prevention-focused programs and activities designed to strengthen and support families to prevent child abuse and neglect. Under this federal funding stream, the Governor chooses a state lead agency to administer the CBCAP program. The lead agency for West Virginia is the Department of Health and Human Resources (DHHR).

DHHR uses matching and leveraged funds from the Children's Trust Fund and other state dollars to fund four (4) program areas. WV currently funds Family Leadership First, In-Home Family Education Programs, Partners in Prevention, and Starting Points Family Resource Centers.

In addition to administering these funds, the lead agency is responsible for a variety of tasks including support, training, technical assistance and evaluation assistance. DHHR is required to provide a plan for providing operational support, training, technical assistance and evaluation assistance to community-based, prevention focused programs and activities. This project is designed to address these tasks.

Protective factors are conditions in families and communities that, when present, increase the health and well-being of children and families. These attributes serve as

buffers, helping parents to find resources, supports, or coping strategies that allow them to parent effectively, even under stress. Research has shown that the following protective factors are linked to a lower incidence of child abuse and neglect:

- Child development/knowledge of parenting
- Family functioning/resiliency
- Social emotional support
- Concrete support
- Nurturing and attachment

DHHR believes that all of the four (4) program areas funded should address or promote at least one of the protective factors listed above.

While each program may or may not have some form of evaluation attached to it, there currently is no way to measure across programs the effectiveness of increasing the protective factors in the families served. This project's purpose is to adapt/develop a survey tool for cross program evaluation.

Currently, there are two surveys¹ developed for use in the public domain for the measurement of Protective Factors with families. These are the Family Support Outcome Survey (FSOS) and the Protective Factors Survey (PFS) developed by the FRIENDS National Resource Center for CBCAP and University of Kansas. This project will adapt/develop a client survey for programs using these resources for cross program administration.

Project Scope:

BCF seeks the services of an experienced consultant to assist the Bureau in the development of a cross program evaluation that measures Protective Factors. The vendor will work closely with the designated state lead, program managers, and other staff involved in the management and monitoring of the prevention grants. The vendor will adapt/develop a client survey and an accompanying Microsoft Access database that will be sustainable for DHHR continued use.

The vendor will also be responsible for the analysis of this past year's Starting Points Family Support Outcome Surveys into an established database. There are a small number of surveys that are still in raw data format.

Project Tasks and Deliverables:

Task 1 – Family Support Outcome Survey Analysis

Gather and enter FSOS data collected from the sixteen (16) Starting Points Family Resource Centers this past fiscal year into the FSOS database and run analysis based

¹ These surveys can be accessed at <http://friendsnrc.org/outcome/pfs.htm> and <http://friendsnrc.org/outcome/fpsurvey.htm>

on existing FSOS database parameters for each program. Vendor will work with Early Care and Education Division to accomplish this task

Deliverables:

- FSOS reports for each Starting Points Center
(Anticipated Completion 30 days post award).

Task 2 – Technical Assistance

Advise and assist a BCF workgroup on research related issues/questions such as selection, fidelity, reliability, and collection procedures. Vendor will be expected to become thoroughly familiar with the PFS and FSOS in order to render expert advice. Vendor will be expected to participate in webinars, conference calls, or other meetings/consultations with the FRIENDS NRC/Survey developers. The BCF workgroup will grant final approval on all vendor deliverables.

Deliverables:

- Verbal/written reports of research related issues/questions as requested
(Ongoing as needed throughout the course of the contract)

Task 3- Adaptation/Development of a User-Friendly Client Survey

Adapt/Develop a user friendly client survey that measures Protective Factors for utilization across all direct service child abuse prevention programs. Vendor will receive/gather information concerning current client surveys and recommend/advise BCF concerning client effort and burden in completing the survey.

Deliverables:

- Paper version of client survey with accompanying administration guide
- Electronic version of client survey
- Institutional Review Board (IRB) approval of survey, if deemed necessary
- Adaptation/Development of Informed Consent forms and procedures
(Anticipated completion six (6) months post award)

Task 4 – Development and Implementation of collection and analysis procedures

Develop/Adapt collection and analysis procedures that place the least possible burden on program grantees. Entry of surveys into a database with programmed analysis will be required. Vendor will be expected to develop and implement procedures that can be sustained by DHHR after completion of contract. This will include training of BCF grant managers and program staff on use of database for simple analysis. Vendor will be able to utilize technical assistance from FRIENDS NRC for adaptation of existing survey databases

Deliverables:

- Written procedure for collection of surveys
- Sustainable development/adaptation of existing PFS/FSOS database
- One training session for BCF grant managers and program staff on use of survey database

(Anticipated completion nine (9) months post award)

Task 5 – Implementation of survey

Adapt/Develop training for program grantees on the introduction and implementation of the survey. Vendor will be expected to present at three (3) grantee coalition meetings to introduce and present the survey and instructions for administration and collection. Vendor will be required to develop/adapt a PowerPoint with notes for future use by BCF. Vendor will develop a recommendation for a pilot site for the survey as well as a recommendation as to whether to pilot the survey or roll it out statewide

Deliverables:

- PowerPoint training introducing the survey and outlining administration
- Attendance at three (3) grantee coalition meetings to train grantees on survey
- Recommendation report advising for a pilot or statewide roll-out plan of the survey

(Anticipated completion between the 9th and 12th month of the survey)

Task 6 - Implementation of Design survey – Second Year

Pending the successful completion of first year tasks that meets the BCF Administration and workgroup's approval, the vendor may be retained for a second year to implement the designed survey. Vendor would be expected to monitor and assure quality control of the administration of the survey, provide on-going technical assistance during the implementation (either a pilot or statewide roll-out based on previous year recommendations and decisions), and perform collection and analysis of surveys. Vendor would be expected to provide analysis to DHHR as well as grantees through the use of written reports and consultations/meetings. Vendor would be expected to meet at least quarterly with the BCF workgroup or managers to monitor implementation and administration of the survey. Vendor would be expected to prepare a first year report outlining survey findings to date, address challenges and successes to date, and propose recommendations for additional technical assistance to grantees as well as other recommendations vendor would see fit. Additional tasks such as expansion, revision of the survey (if deemed necessary due to data collection or data flaws are detected), and planning for future administration and data collection could be possible

Deliverables:

- Quality control and fidelity tasks to ensure proper administration of the survey (including follow-up with survey takers)
- On-going technical assistance to BCF program managers/staff and grantees to assist in administration of the survey and proper collection of data, including identifying data issues and flaws and giving assistance to remedy such issues and flaws
- Quarterly meetings with BCF workgroup or grant managers for monitoring and updating purposes.
- Collection and analysis of surveys based on previous year's agreed upon plan by the Vendor and the BCF workgroup. Analysis will be provided through written reports to BCF and grantees.

- Additional expansion and revision/"tweaking" of survey to address data issues or flaws if deemed needed
- A final written report outlining survey results and conclusions to date, successes and challenges of the implementation to date, and recommendations for additional training/technical assistance to grantees, revisions needed, or other recommendations vendor wishes to offer.

(These tasks would be ongoing through-out the second year of the Purchase Order with a final report being due at the conclusion of the Vendor's second year.)

Direct Production Support, Materials, and All Other Expenses

All costs associated with production staff in support of editing, logistics, and copies of materials will be considered routine, and must be included in the cost proposal. BCF will be allowed to request a master copy of all documents as well as appropriate PowerPoint presentations at no additional cost. The survey, database, manuals, and procedures will be considered the property of BCF and their use will not be restricted by the Vendor once the contract has ended. Vendors bid shall include all costs to support the project.

Vendors must include travel and expenses in the hourly bid rate.

Mandatory Qualifications:

- Vendor must demonstrate five (5) year's experience in quantitative and qualitative research/evaluation methodologies; data collection; analysis; evaluation; presentation; and dissemination; providing technical assistance and training; and database and web development
- Vendor must have five (5) year's experience in conducting evaluation research of social service programs
- At a minimum, vendor must have a Master's degree in a related field.

PROCUREMENT TERMS

Cancellation:

The Director of Purchasing reserves the right to cancel this contract upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein

Project Start Date:

Vendor shall begin work immediately upon award of contract.

Vendor Registration:

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

Purchasing Affidavit:

West Virginia State Code 5A-3-1-a-(3) (d) requires that all vendors submit an affidavit of debt, which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Affidavit is attached to this request for Quotation which must be completed, signed, and returned. If bidding a joint Quotation, an Affidavit must be completed for both vendors.

Subcontracts Prohibited:

The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written subcontracts for performance or work under the contract without written permission of the State Purchasing Department.

Compliance with Law and Regulations:

Vendor shall pay any sales, use and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor. Vendor must be governed by the laws of the State of West Virginia. Vendor shall comply with all related federal and state laws and regulations.

Project Term:

Agreement will be for a period of one year.

Renewal:

Upon mutual consent, agreement may be extended for one additional one year term per all the terms and conditions of the original agreement for the purpose of completing the second year Task 6.

Invoices and Payments:

Vendor shall submit detailed monthly invoices, in arrears, no greater than monthly to the Bureau of Children and Families, Office of Finance and Administration for all services provided pursuant to the terms of the contract. The Bureau of Children and Families

reserves the right to reject any or all invoices for which proper documentation has not been provided. State law forbids payment of invoices prior to receipt of services.

Evaluation Process:

Bids will be evaluated as to the lowest responsible bidder meeting specifications

Vendor must provide documentation supporting the meeting of all Mandatory Qualifications stated above. Vendor must provide a completed and signed Vendor Bid Summary Sheet with a per hour dollar amount listed for all six tasks.

Award:

Awarded contract will be open ended at the hourly rates bid by the awarded vendor for each task. Numbers of hours are estimates only. Actual hours to complete the tasks may be greater or less than estimated. Vendor will be paid actual hours needed to complete the tasks as approved by the Bureau, not to exceed 150% of the estimated hours

Vendor Bid Summary

Task	Estimated Hours	Vendors Bid Per Hour (inclusive of all travel and expenses)	Estimated cost per task (Estimated hours x Vendor's Bid Per Hour)
#1 Family Support Outcome Survey Analysis	30		
#2 Technical Assistance	100		
#3 Adaptation/Development of a User-Friendly Client Survey	100		
#4 Development and Implementation of collection and analysis procedures	150		
#5 Implementation of Survey	100		
#6 Implementation of Design of Survey & Reporting (Second Year)	200		
Total	680		

Vendor must bid all tasks listed above. Vendor must provide documentation supporting the meeting of all Mandatory Qualifications as listed.

Vendor Signature: _____

Date: _____

RFQ No. BCF10074

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

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

2. Application is made for 2.5% resident vendor preference for the reason checked:

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

3. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

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

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

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

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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