



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  
 BCF11006

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 804-558-0067

VENDOR ROOM

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
06/02/2010				

BID OPENING DATE: 06/30/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		785-70		
TECHNICAL ASSISTANCE, CONSULTATION, MEETING FACILITA  TO PROVIDE TECHNICAL ASSISTANCE, CONSULTATION, MEETING FACILITATION, REPORT AND REPRESENTATION PREPARATION FOR THE COMMISSION TO STUDY THE RESIDENTIAL PLACEMENT OF CHILDREN AND COORDINATE THE COMMISSION'S WORK WITH OTHER COMMISSIONS AND TASK FORCES CENTERED ON THE SAME POPULATION OF CHILDREN, PER THE ATTACHED SPECIFICATIONS  SERVICE BEGINNING UPON AWARD AND EXTENDING FOR A PERIOD OF ONE YEAR, WITH THE OPTION OF TWO (2), ONE (1) YEAR RENEWALS.  VENDOR SHALL SUBMIT DETAILED MONTHLY INVOICES, IN ARREARS.  AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS.  EXHIBIT 3  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 REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. 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](http://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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ROBERTA WAGNER 304-558-0067

VENDOR

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 BCF - COMMISSIONER'S OFFICE  
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<p>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 TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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<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 6/15/2010. 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            CHARLESTON, WV 25311</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----BCF11006-----						
BID OPENING DATE:-----6/30/2010-----						
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 BCF11006 ***** TOTAL: _____						

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BCF RFQ specifications BCF11006

### **Purpose**

The Bureau for Children and Families is seeking bids for the delivery of professional consultation, technical assistance, planning, facilitation, and report preparation services to assist with the work of the Commission to Study Residential Placement of Children. The successful bidder will be required to establish a standard hourly rate structure (which includes travel expenses) for the provision of the services identified below.

### **Background**

The Commission to Study Residential Placement of Children was established by legislative code (H.B. 2334) in 2005 and was reconstituted (S.B. 636) in 2010. The legislation mandated the Commission to study strategies and methods to reduce the number of children presently placed out-of-state, a system of care approach, barriers in developing needed services and how to fund these services, and other special issues and activities that were already being implemented in West Virginia that focused on certification issues regarding facilities. This continues to be the focus of the Commission.

With the common value of doing what is best for the child, the Commission provides significant recommendations found in its summary report, *Advancing New Outcomes: Finding, Recommendations & Initial Actions of the West Virginia Commission to Study Residential Placements of Children* (May 2006). These key findings shows that there is an inconsistency and lack of standards in many facets of the entire system, a critical need for stability of placements, and a need for more accurate data to support objective decision-making.

Since publishing its summary report in May 2006, the Commission has continued to meet at least quarterly to ensure that work is being done to implement their recommendations. Further, every effort is made to continue to enhance the working relationships among the key agencies involved in the Commission's work.

Effective cooperation and communication among the participating entities (Circuit Judges, the State Supreme Court, the Division of Juvenile Services, the Department of Education, the Prosecuting Attorneys Institute, the Department of Health and Human Resources, service providers, parent representation, and others) continues at a high level, especially agency-to-agency interaction outside of the direct Commission work.

The Commission also recognizes that the total environment in which out-of-home children are a part of needs to be addressed to make the long-term changes that will dramatically reduce the amount and degree of many of the required interventions now in place.

With this in mind, the Commission agreed to broaden the scope to include child welfare and is collaborating with the Bureau for Children and Families to develop an enhanced comprehensive child welfare system in West Virginia. This includes the development of the West Virginia Comprehensive (5-Year) Child and Family Services Plan. In addition to the already existing four workgroups, three additional workgroups (Safety, Permanency, and Well-Being) have been formed to assist in the development, implementation, and the ongoing progress of a comprehensive child welfare plan.

This expansion of their role also includes continued collaboration and communication with the WV Court Improvement Planning (CIP) Board. Several members of the Commission also serve on the CIP. The CIP focuses on the role of the court system with child welfare and in achieving the federal outcomes within permanency, safety, and well-being.

### **Required Services**

Vendor must be able to provide up to 175 hours of the following services/activities to the Commission to Study Residential Placement of Children.

Provide consultation, technical assistance and meeting planning.

Assist with the development of an agenda that address the needs of the group.

Help prepare clear, concise, meaningful and achievable goals for planning sessions.

Develop visual and analytical models.

Provide phone/e-mail consultation.

Attend regular quarterly meetings (4 hours each meeting) and special meetings (when required, although no more than two per year). Meetings are held in Charleston, West Virginia).

Facilitate meetings to keep the group "on task", "on target", and "on time".

Recommend different approaches that can save time or produce better results.

Document meeting results (sample format is attached). Meetings are quarterly. The meeting Notes (results) are expected within one month of the previous meeting date. The meeting notes are reviewed jointly by the vendor and the



Bureau for Children and Families Commission to Study the Residential Placement of Children support staff. Copies must be provided to Commission members electronically one week prior to the next meeting date. Copies are distributed to the Commission members and guests at the next meeting, and posted on the Commission's website.

Post-session reports include the task, person(s) responsible, and the due date (due dates prior to the next meeting). The vendor will develop the post session reports. The reports will be reviewed jointly by the vendor and the Bureau for Children and Families, Commission to Study the Residential Placement of Children support staff before release to members.

Develop strategies for recommendations and implementation plans resulting from meetings.

Develop post-session reports identifying action items for implementation.

Develop annual progress report (March).

### **Mandatory Requirements**

Vendor must provide detailed work history including 3 references and resumes to confirm the proposed staff meets the minimum education and experience requirements.

Consultant must have no less than a Masters in Business Administration, Public Administration, Human Services (Social Work, Psychology, Criminal Justice; minimum of 3 years experience in children & families programs (Child Welfare, Juvenile Justice, Behavioral Health, Education) & technical assistance, meeting planning and facilitation, developing strategies and implementations plans for group recommendations, consultation, and report preparation.

The Commission's work is focused on change among the WV system partners in how the partners can work more effectively together. Knowledge of West Virginia systems is preferred to assure the work of the Commission will continue to run smoothly & the facilitation/consultation role will be effective.

Vendor must submit an all inclusive hourly rate for the required services which includes travel, materials, supplies, and support.

### **PROCUREMENT TERMS**

**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 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:** This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The reasonable time period shall not exceed twelve (12) months.

**Invoices and Payments:** Vendor shall submit detailed monthly invoices, in arrears, 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 detailed documentation as to how the proposed staff meets all of the mandatory qualifications stated above.

Staff must be identified.

Resumes and copies of certificates/degrees must be provided to support meeting of mandatory requirements.

References must be provided for verification of mandatory work experience.

Vendor must complete the Documentation of Qualifications and Vendor Bid Summary Sheet with the all inclusive hourly rate for the required services.

**Documentation of Qualifications**

Position	Indicate where mandatory requirements/qualifications can be found
Masters in Business Administration, Public Administration, Human Services (Social Work, Psychology, or Criminal Justice.	
Five years experience in consultation, technical assistance, planning and facilitating meetings, developing strategies and implementation plans for group recommendations and report preparation for public agencies	
Three of the five years experience must be with in the areas of child welfare, juvenile justice, education, and behavioral health, preferably in West Virginia.	

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

Estimated # of hours annually:

175 hours services/ All inclusive Hourly Rate: \$ \_\_\_\_\_ Annual Cost\$ \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Commission to Study Residential Placement of Children

## MEETING NOTES (DRAFT)

MEMBERS:

ABSENT:

Administrative Assistance:

GUESTS:

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**Welcome**

*Meeting Notes*

*Meeting Notes follow the agenda unless otherwise noted.*

*Status*

Next Steps

*Performance Benchmarks*

The Foster Care Placements Report

The Distance Report

*Unfinished Business*

*Recommendations Action Plan Status Review*

*Commission Members Reflections/New Items*

Meeting was adjourned at \_\_\_\_

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.

RFQ No. BCF11006

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** \_\_\_\_\_