



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:
BCF11112

PAGE:
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE

 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED 01/26/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 02/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		961-20		
<p>OPEN-END BLANKET CONTRACT</p> <p>EVALUATION OF PILOT PROJECT</p> <p>REQUEST FOR QUOTATION OPEN END</p> <p>DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR CHILDREN AND FAMILIES IS SEEKING BIDS FOR THE EVALUATION OF A CHILD WELFARE PILOT PROJECT DESIGNED AND IMPLEMENTED AS A RESULT OF A CHILD WELFARE PILOT DESIGNED AND IMPLEMENTED AS A RESULT OF HOUSE BILL 4164, PER THE ATTACHED SPECIFICATIONS. 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 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>						

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>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> <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</p>						

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<p>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 2/8/2011. 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:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

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<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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----BCF11112-----</p> <p>BID OPENING DATE:----2/24/2011-----</p>						

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BID OPENING DATE: 02/24/2011 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 BCF11112 ***** TOTAL: _____						

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Request for Quotations for Evaluation of Jacob's Law Implementation BCF 11112

I. PURPOSE

The Department of Health and Human Resources (DHHR), Bureau for Children and Families (BCF) is seeking bids for the evaluation of a child welfare pilot project designed and implemented as a result of House Bill (HB) 4164. The agency will pilot these programs which will target selected counties in each of the BCF Operating Regions (see map for detailed information about BCF regional structure). The pilot programs will begin in the following counties:

- a. Region I: Harrison, Marion & Monongalia
- b. Region II: Kanawha, Cabell, Putnam & Wayne
- c. Region III: Lewis, Upshur, Randolph & Tucker
- d. Region IV: Mercer, McDowell & Wyoming

It is anticipated additional counties will be phased in during the two year pilot. In addition to the enhanced specialized foster homes, children placed in kinship care or DHHR Foster homes will also be a part of the targeted pilot.

Vendors must establish an all inclusive standard hourly rate structure (which includes travel expenses, supplies, etc.) for the tasks identified below. The chosen vendor will be expected to evaluate the implementation of the pilot project.

The target population served by the pilot over a two year period will be limited to children four to ten years of age and their siblings who have been removed from their homes due to child abuse and or neglect. Each child, and their siblings placed with them, will have an initial assessment completed using the WV Child and Adolescent Needs and Strength (WV CANS). The WV CANS will be used to identify additional assessments needed and/or supportive services appropriate for the target population.

II. BACKGROUND

H.B. 4164 passed on March 13, 2010 and became effective on June 13, 2010 and is referenced as 'Jacob's Law'. The statute states that:

- A. The needs of young children are not always adequately addressed when the DHHR is required to take custody of them;
- B. Often the behavior of young children taken from their homes pose special challenges for the DHHR and other individuals who are charged with their care;
- C. The DHHR must take extraordinary precautions to prevent serious emotional damage to these children and;
- D. The DHHR has internal resources that can be redirected to meet many of the needs of the program required by this section of WV Code, 49-7-35.

The pilot project will include the following components

An evaluation of each child to identify emotional and physical trauma and medical, dental, and educational needs must be within the required time frame. Vendor will be responsible for assessing the quality and timeliness of the evaluations.

Early intervention services (e.g. Psychotherapy; Behavioral Therapy; Trauma Focused-Cognitive Behavior Therapy; medication; social learning techniques that prevent and/or correct ill-preparedness for school and other learning environments and the adoption of the violent behavior) for children in crisis to address issues of abandonment; separation anxiety, post traumatic stress and other emotional and physical needs of children;

Evidence-based practices implemented with flexibility and responsiveness to culture, developmental level, and the specific needs of the family;

Short term plans developed by appropriately trained professional staff for each child to address the needs of the child during the first thirty days in foster care;

Long term plans developed by appropriately trained professional staff for each child;

Plans which require the participation of a child care agency, department of education, community programs and other agencies serving children in the target population;

Enhanced specialized foster care home, when possible, for the child (and siblings).

Enhanced specialized foster care homes will have no more than three foster children unless the additional children are siblings;

Enhanced specialized foster care providers will be required to create and train crisis intervention teams; provide a call system that enables foster parents and children to speak with a crisis team member when necessary; and the capacity for crisis team members to visit the foster home (at the time of crisis) if unable to resolve the crisis over the telephone with a follow up visit two days after the initial visit to assure the crisis has been resolved;

Training and education for the foster family in accordance with the child's plan;

Evaluation of the interaction between the child and foster parents;

Training for foster family in how to respond to child's emotional crisis and an understanding of child's behavior;

Evaluation of foster family's understanding of the need for early intervention and crisis management;

An independent advocate (volunteers or employees) for each child through a community advocacy program when available; and

The requirements/expectations will be the same for the siblings of the targeted child as appropriate after initial comprehensive evaluation.

The chart below includes data about the number of children meeting the target population during the past two years.

Region	2009	1/1/10- 11/21/10
I	135	126
II	152	127
III	75	87
IV	138	167
Total	500	507

Tasks

The successful vendor will be responsible for developing and implementing the evaluation process for the pilot project for outcomes and standards of care. The vendor will:

- 1) Establish measurable outcomes for evaluation of the pilot project;
- 2) Collect, analyze and report data quarterly and annually to BCF;
- 3) Identify trends and make recommendations for program improvement;
- 4) Conduct an analysis of the impact of the pilot program on the emotional stability of the target population including the number of placements the child experiences and the reasons for changes in placement;
- 5) Provide technical assistance and training to the pilot program, BCF and Provider Participants related to data gathering and outcome measurement and how to build into practice;
- 6) Provide leadership in the development of data collection and outcome reporting models;
- 7) Monitor, research, and present best practices through everyday communication and training opportunities; and
- 8) Preparation of data and reports related to the evaluation for the Joint Committee on Government and Finance and other committees every six months for up to three years.

Mandatory Requirements

Vendor must provide detailed work history including three work related references in the listed fields below.

Project leader(s) must have no less than a Masters degree in Social Work, Psychology, Social Research, or Education and 5 years of experience in evaluation of child welfare initiatives. Project assistant(s) must have no less than a BA degree in Social Work, Psychology, Social Research, or Education and 2 years of experience in project evaluation of child welfare initiatives.

Vendor must provide documentation of experience with and knowledge of evaluations of child welfare projects of similar size and scope.

Vendor's proposal must include a narrative which demonstrates an understanding of this request; the methodology and work plan for completion of the project, and documentation that vendor meets mandatory qualifications and experience.

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 for Children and Families, Office of Finance and Administration for all services provided pursuant to the terms of the contract. The Bureau for 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 that all staff meets mandatory qualifications including names, copies of degrees, and certificates.

Contact information for three references should be provided upon the request of agency for verification of satisfactory completion of mandatory work experience.

Vendor must complete the Vendor Bid Summary Sheet with the all inclusive (travel, lodging, and food) hourly rate for the required tasks.

Workers' Compensation: Vendor is required to provide a certificate from workers' compensation if successful.

Insurance: Successful vendor shall furnish proof of commercial general liability insurance prior to issuance of contract, unless otherwise specified in bid documents, the minimum amount of insurance coverage required is \$250,000.

Vendor Bid Summary

Task	Estimated Hours	Vendor Bid per Hour (all inclusive of travel and expenses)	Estimated cost per task (estimated hours x Vendor's Bid per hour)
Identify data to be collected and establish measurable outcomes for project evaluation	40		
Collect and analyze data for quarterly and annual reports.	80		
Analyze the pilot program's impact on the emotional stability of children including the number of placements and the reasons for those moves	100		
Technical assistance and training related to data collection and outcome measurement	100		

Leadership in data collection and outcome reporting models	80		
Identify trends and make recommendations for program improvement	80		
Monitor, research, and present best practices through everyday communication and training opportunities	40		
Preparation of data and reports regarding the evaluation for the Joint Committee on Government and Finance and other committees every six months for up to three years	40		
Total	500		

“Note: The hours are estimates only. Vendor will be paid actual hours worked whether they are greater or less than estimates.

Vendor must bid on all tasks listed above. Vendor must provide documentation supporting the meeting of all mandatory requirements as listed. The award will be made to the lowest bidder meeting specifications.

Vendor Signature: _____

Date: _____

West Virginia Department of Health & Human Resources Bureau for Children & Families Regions and Districts

Region 1

Regional Director:
Ronda Colanero

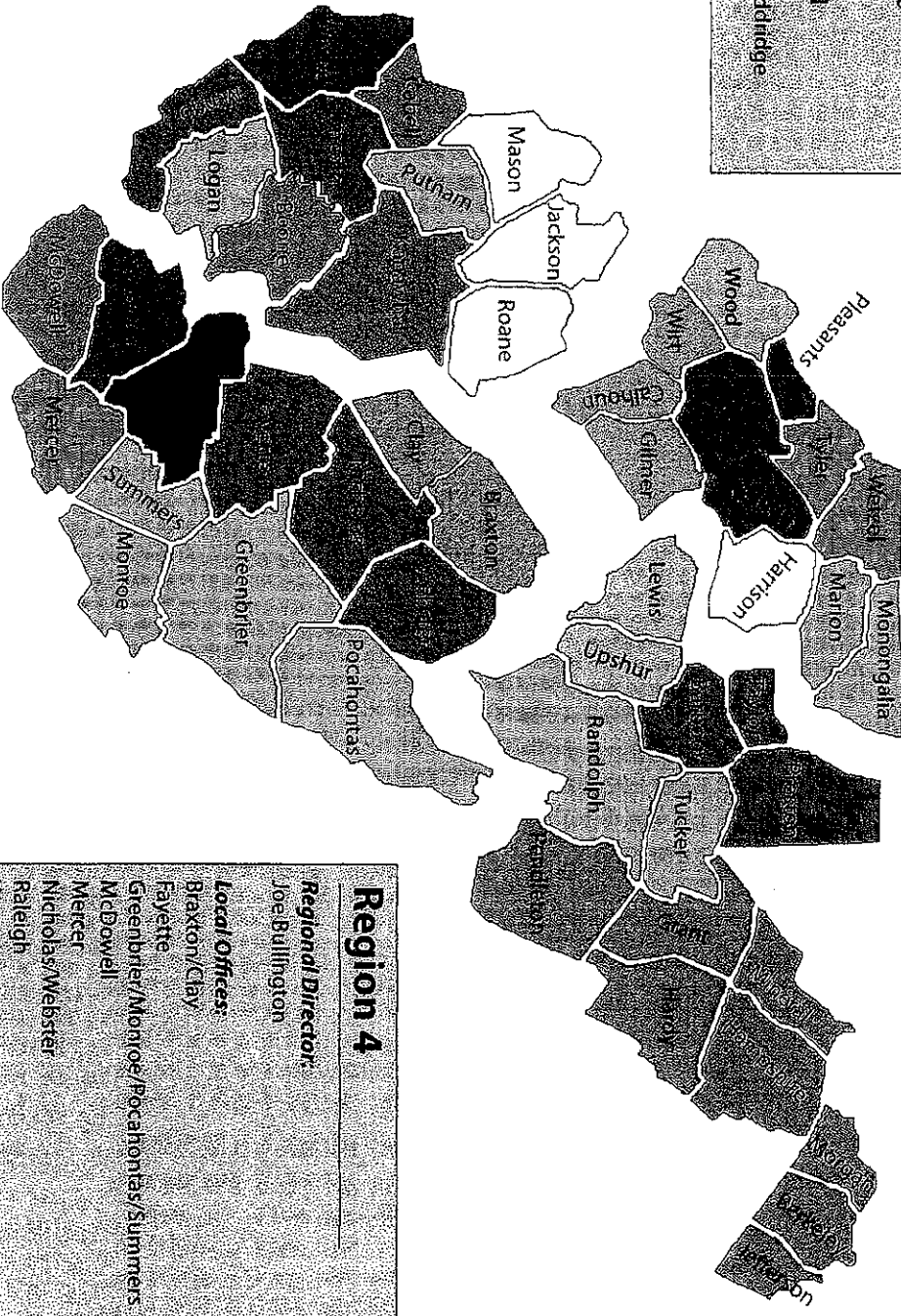
Local Offices:
Brooke/Hancock/Ohio
Calhoun/Gilmer/Mit
Harrison
Marshall/Tyler/Metzel
Marion/Monongalia
Ritchie/Pleasants/Doddridge
Wood

Region 2

Regional Director:
James Kimbler

Local Offices:
Boone
Cabell
Kanawha
Jackson/Roane/Mason
Lincoln
Logan
Mingo
Putnam
Wayne

Hancock
Brooke
Ohio
Marshall



Region 3

Regional Director:
Ronald Anderson

Local Offices:
Berkeley/Jefferson/Morgan
Grant/Hardy/Pendleton
Hampshire/Mineral
Lewis/Upshur
Taylor/Preston/Barbour
Randolph/Tucker

Region 4

Regional Director:
Joe Bullington

Local Offices:
Braxton/Clay
Fayette
Greenbrier/Monroe/Pocahontas/Summers
McDowell
Mercer
Nicholas/Webster
Raleigh
Wyoming

RFQ No. BCF11112

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.