



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
DJS010290

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF JUVENILE SERVICES
VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/14/2010				

BID OPENING DATE: **08/12/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		952-62		
<p>TO PROVIDE MENTAL HEALTH SERVICES TO VARIOUS CENTERS</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRCT FOR MENTAL HEALTH SERVICES TO VARIOUS JUVENILE DETENTION CENTERS LOCATED THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS JULY 29, 2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ADDRESSED BY FORMAL ADDENDUM ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</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>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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 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 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 SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p>						

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<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 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>						

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<p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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 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>						

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<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: KRISTA FERRELL-FILE 32</p> <p>RFQ. NO.: DJS010290</p> <p>BID OPENING DATE: 08/12/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ DJS010290 ***** TOTAL: _____						

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MENTAL HEALTH SERVICES SPECIFICATIONS
REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF JUVENILE SERVICES
RFQ # DJS010290

FACILITIES TO BE CONTRACTED

The central office for the Division of Juvenile Services is located at 1200 Quarrier Street (2nd Floor), Charleston, WV 25301. However, delivery of services will be at the following locations.

The West Virginia Industrial Home for Youth is located at 7 Industrial Blvd., Industrial, (Harrison County) West Virginia 26375. This maximum secured correctional facility is a 206 bed facility.

The Rubenstein Center is located at 141 Forestry Camp Road, Davis, (Tucker County) West Virginia 26260. This minimum security correctional facility is an 84 bed facility.

The Vicki Douglas Juvenile Center is located at 900 Emmett Rousch Drive, Martinsburg, (Berkley County) West Virginia, 25401. This center is a 24 bed facility which serves residents from the eastern part of the state.

The Northern Juvenile Center is located at 1000 Chapline Street, Wheeling (Ohio County) West Virginia, 26003. This center is a 19 bed facility which serves residents from the northern panhandle of the state.

The Lorrie Yeager Juvenile Center is located at 907 Mission Drive, Parkersburg, (Wood County) West Virginia, 26103. This center is a 24 bed facility which serves residents from the north central part of the state.

The Sam Perdue Juvenile Center is located at 843 Shelter Road, Princeton, (Mercer County) West Virginia, 24740. This center is a 24 bed facility which serves residents from the southern part of the state.

The J.H. "Tiger" Morton Juvenile Facility is located at 60 Manfred Holland Way, Dunbar, (Kanawha County) West Virginia, 25064. This center is a 24 bed facility and serves residents from the south central region of the state.

The Donald R. Kuhn Juvenile Center is located at One Lory Place, Julian (Boone County) West Virginia, 25529. This is a 48 bed facility which serves residents from all over the state.

The J.M. "Chick" Buckbee Juvenile Center is located at One Jerry Lane, Augusta (Hampshire County) West Virginia, 26704. This center is a 24 bed facility which serves residents from the Potomac Highlands region in West Virginia.

The Gene Spadaro Juvenile Center is located at 106 Martin Drive, Mt. Hope (Fayette County) West Virginia, 25880. This center is a 24 bed facility which serves the residents south eastern region of the state.

The Robert Shell Juvenile Center is located at 2 O'Hanlon Place, Barboursville (Cabell County) West Virginia, 25504. This is a 24 bed facility which serves residents in the central western region of the state.

FUTURE PROGRAMS

Jones Building Specialized Treatment Unit will be located on the grounds of the WV Industrial Home for Youth 7 Industrial Blvd., Industrial, (Harrison County) West Virginia 26375. It will be a 44 bed specialized treatment unit serving Adolescent Sex Offenders from across the state of West Virginia.

Davis Center for Females will be located on Blackwater Falls Road in Davis (Tucker County) West Virginia 26260. It will be a 24 bed unit serving the female Corrections population of the Division of Juvenile Services.

SERVICES / STAFF TO BE PROVIDED

1. **Psychiatric Services**– Mandated Board Certified Child and Adolescent Psychiatrist with a minimum of five (5) years experience working with the incarcerated juvenile population must be on staff. The Psychiatric Staff should have experience with special populations, including but not limited to, sex offender treatment and substance abuse treatment programming with the juvenile population within an institutional setting. The psychiatrist will be responsible for prescribing and monitoring psychotropic medications, conducting intake evaluations on all residents that are referred as new intakes and all residents currently on psychotropic medications. Quarterly follow-up appointments must be maintained for all residents on the psychiatric caseload. Psychiatric on-call services must be provided twenty-four hours a day, seven days a week. Peer reviews, administrative meetings, and additional services to be provided upon request of the Division of Juvenile Services Director or designee.

2. **Regional Administrator** – Shall be a forty (40) hours a week position. Duties and recommendations will be reviewed by the Divisions Assistant Director of Programs and Treatment in conjunction with the Deputy Director or designee. Travel will be required. Travel expenses will be the responsibility of the vendor. The Regional Administrator's Clinical expertise and guidance will be utilized to assist in the development of appropriate programs and treatments in various areas, for the Division's resident population. The Regional Administrator will assist with specialized programs and/or treatment for those residents determined to have special needs. The Regional Administrator will assist, in monitoring implemented plans and collecting statistical data and providing data analysis. The Regional Administrator must have a Master's degree in Psychology, Counseling or Social Work with a minimum of five (5) years direct clinical experience working with the child and adolescent population. Their experience must include research, curriculum development and implementation of clinical programs with the emphasis on rehabilitation and community reentry to address issues of sex offender treatment, criminology, and trauma. Must have a minimum of five (5) years administrative experience in the

organization and implementation of training programs, supervision of program facilitators, program implementation, management of multiple services/contracts in a correctional environment, statistical data collection and data analysis. This position will be Responsible for the development of clinical programs and methods used for evaluation of the aforementioned programs for the purpose of Continued Quality Assurance and evaluation of programs effectiveness.

3. **Program Director, Sex Offender Specific Unit** – Must have a Master’s Degree in Psychology, Counseling, Social Work or a related field with a minimum of five (5) years direct clinical evaluation and treatment experience with the juvenile sexual offender population. Candidates must be a professional member of the Association for the Treatment of Sexual Abusers (ATSA). Candidates must also have experience with the use of the polygraph reports and the ABEL assessment in the clinical setting. The Program Director will be responsible for the clinical oversight of the Sex Offender Specific Unit at the Industrial Home for Youth and other programs throughout the WV Division of Juvenile Services where juvenile sexual offenders are served. The Program Director will also serve as a liaison with the WV Division of Juvenile Services to coordinate all clinical services provided to juvenile sexual offenders. The Program Director will participate in all management and clinical meetings related to the Sex Offender Specific Unit. The Program Director will be responsible for providing a statistical report of services (to include counseling sessions provided, treatment activity, and progress of residents etc.), quality assurance and outcome measurement as directed by the WV Division of Juvenile Services. The Program Director will provide in-service training for the WV Division of Juvenile Services staff on issues related to the treatment and management of juvenile sexual offenders. The training will be for all staff members that encounter the Sex Offender Population within the Division of Juvenile Services. The immediate staff will be at the WV Industrial Home for Youth but if the program spreads to other facilities this person will provide training there too.
4. **Psychiatric Clinical Facilitator** – Must have a Bachelor’s degree in behavioral science field ~~or~~ and a minimum of five (5) years experience working with the mentally ill population in a correctional or detention facility. This person must have knowledge of behavior management, psychotropic medications and basic treatment interventions with the mentally ill population. The Psychiatric Clinical Facilitator will assist the psychiatrist as needed.
5. **Physician’s Assistant PRN** - Must be licensed to practice in the State of West Virginia and be experienced in the treatment of individuals (preferably Juveniles) with a diagnosis of psychiatric involvement. All individuals utilized in this classification must have their credentials on file with the Division of Juvenile Services prior to rendering services.

6. Nurse Practitioner- **PRN** - Must be licensed to practice in the State of West Virginia and be experienced in the treatment of individuals (preferably Juveniles) with a diagnosis of psychiatric involvement. All individuals utilized in this classification must have their credentials on file with the Division of Juvenile Services prior to rendering services.
7. **Psychiatric Services – PRN** - Must be provided by a Board Certified Child and Adolescent Psychiatrist with a minimum of five (5) years experience working with the juvenile population. The **PRN** Psychiatric Staff should have experience with special populations, including but not limited to, sex offender treatment and substance abuse treatment with the juvenile population in an institutional setting. Peer reviews and additional services to be provided upon request of the Division of Juvenile Services Director or designee.

SPECIFICATIONS

The intent of the agency is to provide comprehensive mental health services to all juveniles committed to the Division of Juvenile Services. Delivery of these services must be in compliance with WV Division of Juvenile Services' policies and procedures, NCCHC Standards and ACA Guidelines.

- A. Within sixty (60) days of award, vendor will provide the Division of Juvenile Services, policy and procedure manuals to address the mental health related standards in compliance with NCCHC, ACA Standards and the Division of Juvenile Services policies and procedures.
- B. Vendor will provide psychiatric triage to determine the need for psychiatric evaluations for residents currently on medications or all residents that are referred for mental health services.
- C. Consultations will be provided for all residents appropriately referred for mental health services within 7-10 days.
- D. Vendor will provide mental health crisis intervention services that will be available 24/7 via on-call duties. A list of available on-call mental health staff will be provided with names and contact numbers. (Mental health equivalent of the duty officer) Vendor will also provide quarterly notification(s) in writing to of the mental health professionals' on-call for all contracted facilities, to include names and contact numbers.
- E. Crisis intervention for all residents will be provided as needed.
- F. Assistance with critical incident debriefing upon request of the Division of Juvenile Services, Director or designee.
- G. On-site visits to all juvenile facilities will be conducted quarterly for chart review, signatures and for compliance standards.
- H. The Regional Administrator shall provide annual updates for all program modules, as well as providing training for all program facilitators and will

be responsible for statistical data collection and reporting as well as auditing for quality service delivery.

- I. Vendor will be responsible for employment and payment of any necessary contractual staff and/or agencies necessary for the provision of said care.
- J. The vendor is expected to provide all equipment and supplies necessary for the performance of these obligations except as otherwise delineated within this document.
- K. Vendor will be responsible for prescribing and monitoring all Psychotropic medications with follow-up appointments with the psychiatrist provided at a minimum of every ninety (90) days for all residents on an active psychiatric caseload.
 1. Physicians will abide by the West Virginia State Medicaid formulary as the primary prescribing source. The Division of Juvenile Services will be responsible for providing all necessary prescription pharmaceuticals. When medications are not covered by the formulary, the prescribing psychiatrist will provide written documentation of the necessity for a non-formulary prescription. Pharmaceutical will be obtained in a timely and expedient manner. When formulary medications cannot be utilized, a letter/note of justification must be provided for billing documentation purposes.
 2. Each facility has on-site telemedicine capabilities. When this option is used, it will be the responsibility of the contractor to fax copies of all appropriate documentation directly to the appropriate facilities. Originals will be mailed to the proper facility within twenty-four (24) hours, to be filed in the resident's permanent medical/mental health file. It is understood that there are some medications that cannot be phoned in, but all appropriate steps shall be taken in order to provide the prescribed meds at the earliest possible time. Any necessary documentation will be forwarded immediately.
 3. Orders for necessary prescription pharmaceuticals will be sent to the appropriate facility within two hours of the evaluation completion, or will be phoned in to the designated pharmacy, by the prescribing psychiatrist.
- L. The Contractor shall be responsible for assuring that all the required registrations, licenses, and credentials associated with this contract are active and in good standing.

The Contractor shall provide the Division of Juvenile Services with current resumes and licenses, required by statute, on all applicable qualified health care professional employees as well as those subcontracted professional employees. Licensed individuals, who have license restrictions or mandatory disciplinary stipulations upon their scope of practice, are unacceptable candidates for employment within the correctional setting. Copies of all and/or certifications for any employees to be utilized through this contract will be provided for review. Mental health professionals who

have been convicted of a felony in accordance with any State or Federal law are unacceptable.

- M.** Contractor will ensure that all mental health professionals working within a juvenile facility will maintain the security of the facility while performing their duties. Any incident related to the security of the facility will be reported verbally to that facilities administrator immediately, and provide a written incident report within twenty-four (24) hours.
1. All persons will abide by division and/or facility rules and regulations.
 2. All persons entering a Division of Juvenile Services facility are subject to search.
 3. All vehicles on grounds will be secured with keys removed.
- N.** Vendor will be responsible for development and maintenance of psychiatric chronic care database for residents receiving mental health services. A computer-generated report will be provided to the Division of Juvenile Services Director or designee on a monthly basis. At a minimum the database will include: Resident Name; DJS #; Facility; Sex; Axis Diagnosis; Medications and Dates for the following events: Initial Appointment; Scheduled Visits and Follow-up Appointments.
- O.** The contractor shall provide quality management services to support the provision of the comprehensive mental health services. The Contractor shall be responsible for all costs incurred for these services. Quality management support services shall be system-wide and shall be in place within six months of contract award.
- P.** The Division will utilize the clinical expertise of the mental health staff, as requested by the agency's Assistant Director of Programs and Treatment and/ or the Deputy Director or designee, in the form of guidance and /or recommendations in the Division's efforts to improve/develop and implement programs and treatments for the Division's Juvenile population. Consultations with the Division of Juvenile Services treatment staff to assist in the development/design and/or plan of implementation of the following plans and programs, in compliance with all federal and state applicable laws with regard to the juvenile population, as well as Agency policy and procedures, ACA Guidelines and NCCHC Standards as applicable:
1. Individualized Treatment Plans
 2. Behavior Management Plans.
 3. Domestic Violence Intervention Prevention
 4. Anger Management
 5. Trauma Recovery
 6. Sex Offender Specific Treatment

7. Continuous Quality Improvement Program to include audits for mental health services. Audits will be completed on a quarterly basis and the results will be available upon request.
 8. Annual updates will be provided to the Basic Academy Classes Lesson Plans as recommended by the NCCHC guidelines and as scheduled by the West Virginia Division of Juvenile Services.
 9. Therapeutic Recreation
 10. Substance Abuse Treatment
 11. Gender Specific Treatment
- Q.** Medical/Mental Health records shall be managed according to NCCHC and ACA Standards. The WV Division of Juvenile Services shall possess sole ownership of all resident records upon resident release from the agency's care and custody. The medical provider will be responsible for and maintenance of mental health records for the length of a residents' stay, in accordance with HIPPA rules and regulations.
- 1. Confidentiality of health care record**
Active mental health care records shall be maintained under secure conditions and separately from confinement records. Access to active resident records is controlled by the health care authority. The Contractor shall not deny the WV Division of Juvenile Services Director or his designee or the facility Superintendent/Director or his/her designee access to such records for examination and/or photocopying.
 - 2. Resident transfer**
In the event that a resident is transferred to another facility within the WV Division of Juvenile Services, the entire resident record, including medical/mental health documentation shall be transferred with the resident in the care and custody of the senior transporting officer. It should be noted that the WV Division of Juvenile Services reserves the right to transfer any resident within the WV Division of Juvenile Services system for health care reasons, for disciplinary reasons, for classification reasons, or for administrative reasons.
 - 3. Release of information**
Detailed information is released to an outside entity only upon written authorization from the resident or by Court Order.
 - 4. Record retention**
Inactive records shall be sealed, properly identified, and archived in the central storage area with the balance of the resident's confinement record. Retention of these documents shall be for the legal requirements of the State of West Virginia or other jurisdiction, if applicable.
- R.** The Contractor shall provide all necessary materials, supplies, and equipment. These shall include, but are not limited to office supplies,

including postage, required to provide comprehensive mental health services.

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

1. Prices will be considered firm for the entire length of the contract.
2. **The Staffing plan for this contract will be as follows**

POSITIONS	Level A FTE'S *	Level B FTE'S *
Regional Administrator **	1.00	1.00
Program Director Sexual Offender Specific Unit **	1.00	1.00
Psychiatric Clinic Facilitator	.60	.70
Psychiatric Services	.20	.25
TOTAL	2.80	2.95

* Full Time Equivalent compared to 40 hours per week

The Contractor shall cover periods of absences** necessitated by vacations, holidays, and sick leave. The contractor must identify all proposed personnel by function, training and licensing status proposed for the delivery of residential mental health services. This includes PRN and part-time or on-call personnel. Although the Contractor will be permitted to utilize part-time employees in the staffing of residential mental health services, part-time staff shall not be used to the extent that continuity of care is impaired or staff is not adequately familiar with the specialized nature of the services required for residential mental health care. The Division of Juvenile Services reserves the right to audit the Contractor's use of part-time staff to determine the impact upon the quality of care provided.

** Since the Regional Administrator and the Program Director, Sexual Offender Specific Unit are full time positions normal absences due to vacation, holidays and sick leave will not need to be covered, but extended sick leave or leaves of absence will need to be approved by the Division of Juvenile Services. Normal absences will be defined as the standard policy for the successful vendors other employees. Holidays will be observed in accordance with other state employees.

3. The Contractor shall require all employees who provide onsite services to be in attendance at annual in-service security trainings. Costs of this training, with the exception of wages, travel, and incidental costs will be incurred by the Division of Juvenile Services.
4. With respect to those employees and subcontractors engaged by the Contractor, the Division of Juvenile Services, at its sole discretion, reserves the right to request random drug testing and to demand the immediate dismissal or replacement of any individual who fails said drug screening or who has violated the rules and/or regulations of the Division of Juvenile Services, or who poses a risk or unacceptable threat to the security of the institution. The Division of Juvenile Services shall provide written documentation to substantiate its demand for immediate replacement of the Contractor's employees or subcontractors.
5. The Division of Juvenile Services will require signed documentation from each person providing services on this contract to ensure that all services contracted for are provided. FTE calculations for part-time staff utilized on this contract will be calculated based on a monthly (four week cycle) basis. Any overages or deficiencies in the value of services received or not received will be adjusted on the monthly invoice.
6. **All use of PRN services** must be approved in writing, in advance, by a member of the management team (Director, Deputy Director, or Assistant Director Budget and Finance) of the Division of Juvenile Services. Written justification will be required before any request will be approved. All approvals will be on a case by case basis. Any services provided without prior approval will not be eligible to receive compensation.
7. **All hourly rates are fixed and firm no overtime rates or call out pay will be paid on this contract.**

Appendix A
Staffing Plan
(Statewide)

Personnel Category	Level A Full Time Equivalents	Level B Full Time Equivalents
Average Daily Population of DJS Facilities	365	415
Regional Administrator	1.0	1.0
Program Director Sexual Offender Specific Unit	1.0	1.0
Psychiatric Clinic Facilitator	.6	.7
Psychiatric Services	.2	.25
Total All Staff	1.8	1.95

For the purpose of this contract the Average Daily Population will be defined as the average number of bed days for the Division of Juvenile Services for any consecutive 30 days. Once the ADP stays above the established point for 30 days the Vendor will need to increase their coverage to accommodate the increase in population. If the ADP drops below the established level for 60 days the Vendor will need to reduce their coverage accordingly.

DJS will notify the contractor when the Average Daily Population (ADP) passes the established level.

*****For the bidding purposes of this RFQ bids are being solicited for Staffing Pattern for population Level A only. When the population of juveniles in the custody of the Division of Juvenile Services reaches the level requiring Level B services the part time services will be adjusted by the corresponding hourly rates for that position.**

Appendix B

Average Daily Populations

(All facilities may be +/- 10% population at any given time)

Facility Name	Bed Capacity	Average Daily Population
WV Industrial Home for Youth	204	152
Rubenstein Center	84	44
Vicki Douglas Juvenile Center	24	12
Northern Juvenile Center	19	15
Lorrie Yeager Juvenile Center	24	18
Sam Perdue Juvenile Center	24	14
Tiger Morton Juvenile Center	24	19
Donald Kuhn Center	48	37
Chick Buckbee Juvenile Center	24	20
Gene Spadaro Juvenile Center	24	19
Robert Shell Juvenile Center	24	15
Jones Building SOSU (Fall of 2010)	44	
Davis Center for Females (2011)	24	
GRAND TOTAL	591	365

**BID FORM FOR DJS010290
DIVISION OF JUVENILE SERVICES
PSYCHIATRIC SERVICES**

PERSONNEL CATEGORY	FTE'S REQUESTED BY DJS	EQUIVALENT HOURS	HOURLY RATE	MONTHLY CONTRACT RATE
Psychiatric Services	.2	8		
Regional Administrator	1.0	40		
Program Director Sexual Offender Specific Unit	1.0	40		
Psychiatric Clinical Facilitator	.6	24		
BASE BID FOR MONTHLY CONTRACT			A	

PRN SERVICES *	HOURS PER MONTH	HOURLY RATE	PROPOSED COST
Psychiatric Services	4		
Physician's Assistant	4		
Nurse Practitioner	8		
PROPOSED COST FOR PRN SERVICES		B	

TOTAL PROPOSED MONTHLY COST FOR EVALUATION PURPOSES _____ (A+B)

Bidder / Vendor Information

Name: _____
Contact Person: _____
Address: _____

Phone # _____
FAX # _____
E-Mail Address: _____

- The PRN hours listed on the bid form are for evaluation purposes only. The actual usage may be more or less depending on the actual need. The amount on the bid form is in no way a guarantee that this level of service will be required.

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.

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 _____