



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

BCF12101

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

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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		
01/25/2012						
BID OPENING DATE: 02/23/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OPEN-END BLANKET CONTRACT						
0001	2,000	EA	952-43			
MULTIDISCIPLINARY TREATMENT TEAM (MDT) FACILITATOR						
REQUEST FOR QUOTATION FOR AN OPEN END CONTRACT						
TO PROVIDE A PILOT CHILD WELFARE PROJECT INITIATIVE - NEUTRAL FACILITATION DEMONSTRATION TO SUPPORT LEGALLY MANDATED MULTIDISCIPLINARY TREATMENT TEAMS FOR THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR CHILDREN AND FAMILY, PER THE ATTACHED 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						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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.html 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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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
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.						
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.						
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.)						
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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> <p>REV. 01/17/2012</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/7/2012. 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</p>						
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<p>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> <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>						
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BID OPENING DATE: 02/23/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REV 07/16/2007						
VENDOR PREFERENCE CERTIFICATE						
THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----BCF12101-----						
BID OPENING DATE:-----2/23/2012-----						
BID OPENING TIME:-----1:30 PM-----						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): -----						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ BCF12101 ***** TOTAL:						

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'

Request for Quotation for EVALUATION OF A PILOT CHILD WELFARE
PROJECT INITIATIVE - NEUTRAL FACILITATION DEMONSTRATION TO
SUPPORT LEGALLY MANDATED MULTIDISCIPLINARY TREATMENT TEAMS IN
WEST VIRGINIA – **BCF12101**

I. BACKGROUND

The Department of Health and Human Resources (DHHR), Bureau for Children and Families (BCF) is seeking bids for the implementation of a child welfare pilot project for neutral facilitation to support the legally mandated West Virginia Multidisciplinary Treatment Teams (MDT) as specified in WV Code §49-5D-3(b) (Child Welfare; Article 5D for Multidisciplinary Teams). The agency (WVDHHR) will pilot the program which will target Kanawha County in the Bureau for Children & Families (BCF) Operating Region II.

Target Population

The project will include newly opened Child Protective Services and Youth Services cases involved in proceedings specified in WV state code §49-5D on Child Welfare in Kanawha County Circuit Court. Cases will be followed beginning with the initial MDT through case review and closure if during project time frames.

Children may become involved with the DHHR foster care system at any time. Children may be placed in the legal and/or physical (means child is placed out of home) custody of the DHHR. Chapter §49-5D of the West Virginia State Code establishes when a child must have a multidisciplinary team.

<http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=49&art=5D#05D>

Multidisciplinary Teams:

- Must be established and convened within 30 days of the date a child enters DHHR custody or the filing of an abuse/neglect petition. In the event an MDT was established before a child entered custody or a petition was filed, the MDT must meet within 30 days after the filing of the petition or the date the child enters DHHR custody.
- Must be convened in a juvenile status offense case when the juvenile is referred to the DHHR for services.

- Must be convened in a juvenile delinquency case when the court is considering the placement of the juvenile in DHHR custody or in an out-of-home placement at the DHHR's expense.
- Must convene within seven (7) working days of a placement disruption or notice about a potential placement disruption.
- Must meet on a continuous basis until the child has achieved permanency. Statute requires the court to hold regular judicial reviews at least once every ninety (90) days to review the child's case plan with the MDT in attendance. This MDT must meet at least once every ninety (90) days prior to the court hearing.
- Must hold meetings within the family's county of residence to assure family involvement and team input.

Additional DHHR Policies and WV Code regarding the Multidisciplinary Treatment Teams can be found at:

http://www.wvdhhr.org/bcf/children_adult/foster/policy.asp

<http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=49&art=5D#05D>

II. PURPOSE

The purpose of the Multidisciplinary Treatment Team is to "provide a system for evaluation of and coordinated service delivery for children who may be victims of abuse or neglect and children undergoing certain status offense and delinquency proceedings...to establish, as a complement to other programs of the Department of Health and Human Resources, a multidisciplinary screening, advisory and planning system to assist courts in facilitating permanency planning, following the initiation of judicial proceedings, to recommend alternatives and to coordinate evaluations and in-community services... to ensure that children are safe from abuse and neglect and to coordinate investigation of alleged child abuse offenses and competent criminal prosecution of offenders to ensure that safety, as determined appropriate by the prosecuting attorney." §49-5D-1(a)

"Treatment teams shall assess, plan and implement a comprehensive, individualized service plan (case plan) for children who are victims of abuse or neglect and their families when a judicial proceeding has been initiated involving the child or children for juveniles and their families involved in status offense or delinquency proceedings..." §49-5D-3 (a)(2)

Anecdotal evidence exists to support the role of neutral facilitation in engaging families and thereby resulting in more effective case plans. The *Multidisciplinary Treatment Teams in West Virginia, 2007-2008 Final Report* (October 27, 2008) (http://www.wvdhhr.org/oos_comm/) prepared for the West Virginia Court Improvement Program stated in Recommendation 1 (page 45) that, "There are many advantages to adopting a facilitation model where the MDT is directed by a person not party to the proceedings. This allows the caseworkers, attorneys, and other substantively involved persons to focus on the dialogue and deliberation rather than try to keep the discussion on point, or capture details necessary for a report."..."A facilitator should be instrumental in ensuring that the focus of the MDT remains directed at serving the best interests of the children and their families."

Scope of Work

Neutral facilitation is defined as an impartial "third" party providing procedural guidance to group participants to promote constructive communication, information exchange, learning and collaborative negotiation. The DHHR is seeking an impartial third party to facilitate the MDT process.

Expectations of Vendor

The Vendor must not be employed by DHHR.

The Vendor must not provide services to the families.

The Vendor must not have a history of providing services to the families in the past, either as independent provider, contracted employee of an agency, or as an employee for the agency.

The Vendor will work with the DHHR Bureau for Children and Families, Child Protective Services/Youth Services primary worker to schedule a date, time and place for the team meetings.

The Vendor will confirm with the DHHR worker that all required team members are invited to the MDT. MDTs average eight to ten members.

The Vendor will complete all scheduling and provide (written) notification to all parties for the MDT meeting.

The Vendor will also contact members by phone to encourage attendance and participation in the process.

The Vendor will be available to conduct an average of eighty MDTs per month. The MDTs will be conducted in the targeted area of Kanawha County.

The Vendor will convene the MDT, explain the rules of the MDT, complete introductions and explain each participant's role within the MDT, and ensure family/kinship, youth's (if appropriate) and foster family engagement in MDT process.

The Vendor will show the informational video, "The Time is Now" before the initial MDT for family and other team members. Allow for 30 minutes for the video and discussion time.

The Vendor will ensure that copies of the Case Plan/Review are distributed at the MDT meeting.

The Vendor will ensure that any assessments provided by the DHHR, Bureau for Children and Families, Child Protective Services/Youth Services primary worker concerning the family that are pertinent to the family/child case are distributed to MDT members during the MDT meeting and picked up and shredded at the conclusion of the meeting.

The Vendor will ensure that all team members are heard equally and that no team member monopolizes the meeting for his/her own agenda.

The Vendor will verbally recap and provide an overview of decisions made at conclusion of each MDT.

The Vendor will identify trends and make recommendations for program improvement;

The Vendor will prepare and submit reports to DHHR monthly. The reports will include names of the children, the names of members invited, and the names of members attending the MDT;

The Vendor will disseminate surveys developed and provided by DHHR to members regarding their satisfaction of being heard and involved in the process;

The Vendor will track time frames for permanency outcome for each child;

The Vendor will report how closely the case plan reflects the objectives of MDTs (e.g. focus is on why child is in custody; case plan development is individualized with input from family and child, when appropriate).

The vendor will have someone from their staff take notes during the MDT meeting and review with MDT members at the conclusion of the MDT meeting.

Target Population

Newly opened Child Protective Services and Youth Services cases involved in Chapter 49 proceedings in Kanawha County Circuit Court. Cases will be followed beginning with the initial MDT through case review and closure if during project time frames.

The vendor should plan for ½ hour for prep/planning for each MDT and 1 hour for the actual MDT meeting/evaluation.

The video "The Time is Now" should take approximately thirty minutes.

Service Delivery Area – Kanawha County.

Kanawha County - In 2010, there was 242 Child Abuse/Neglect Petitions, and 91 Youth Services Petitions filed in Kanawha County. Although these numbers can provide an estimate on the number of MDTs required (see below), the number of petitions filed fluctuates and cannot be predicted with certainty.

As of May 2011, Kanawha County had 135 Youth Service children involved in court cases that required an MDT to be established. Ninety (90) abuse and neglect court cases involving 165 children required the establishment of an MDT. There are ten Youth Services workers and eleven Child Protective Services Workers in Kanawha County. There are 7 circuit court judges, 5 more family court judges and 10 magistrates.

Organizational Requirements

Interested vendors must submit an organizational chart with a list of employees who would provide this service.

Department Responsibilities

The DHHR will pay the vendor in arrears for facilitation services.

DHHR will provide the facility for meetings.

The DHHR worker will furnish the names and contact information for the MDT team members. The DHHR worker will cooperate with the Vendor to schedule a date, time and place for the MDT meeting.

The DHHR will educate vendor and other key stakeholders of the pilot project and obtain an Administrative Order from the courts through assistance from the Court Improvement Program that will allow Facilitator to carry out their duties as written in this request.

Mandatory Experience/ Education Requirements

Vendor and staff must provide detailed work history and resume or vita.

Vendor must have knowledge of WV State Code Chapter 49 and Child Protective Services, Foster Care and Youth Services Bureau for Children and Families Policy (<http://www.wvdhhr.org/bcf/policy/>) and two years practical experience in facilitation. Vendor must provide description and documentation of knowledge and experience with projects of similar size and scope.

Vendor must have a minimum of a bachelor's degree in Counseling, Social Work, Education, Psychology, Sociology, Criminal Justice, or Doctorate of Jurisprudence. Vendor may also be a Licensed Professional Counselor, Educator, psychologist, social worker, sociologist, or attorney with prior experience in facilitation and working with children and families – documentation of experience in group work and dynamics. Vendor will provide copies of Degree and/or licensure. Documentation for experience/education should be included in their resume or vita.

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 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 meet mandatory qualifications including name, copies of degrees and certificates.

Cost Sheet

Vendor must complete the Documentation of Qualifications and Vendor Bid Summary Sheet with the all inclusive hourly rate for the required services and individual project staff (which includes preparation time, time in meetings, travel expenses, and supplies) for the provisions of services identified in this request.

Line Item	Description	Estimated Usage	Per hour Rate.	Total Price
	MDT-Case			
001	Reviews	2000	\$ ____/ea	

RFQ No. BCF12101STATE 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 exceeds 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.